

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER		PAGE 1 OF 80	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER SP0300-03-R-4010	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ALBINA A. FARRANT		b. TELEPHONE NUMBER (No collect calls) 215-737-4526		6. SOLICITATION ISSUE DATE 02/07/2003	
9. ISSUED BY DEFENSE SUPPLY CENTER PHILADELPHIA DIRECTORATE OF SUBSISTENCE 700 ROBBINS AVENUE PHILADELPHIA, PA 18111-092 HFOP				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 311812 SIZE STANDARD: 500		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING N/A 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO SEE PAGES 34 THROUGH 38				16. ADMINISTERED BY SAME AS BLOCK 9			
17a. CONTRACTOR/OFFEROR CODE FACILITY CODE				18a. PAYMENT WILL BE MADE BY SEE PAGE 43			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
0001 - 0050		MARKET READY BAKERY PRODUCTS FOR GUAM SEE PAGES 10 THROUGH 26 FOR INDIVIDUAL ITEMS (Use Reverse and/or Attach Additional Sheets as Necessary)					
23. UNIT PRICE				24. AMOUNT			
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	
				ALBINA A. FARRANT			

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PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 4/2002)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001- 0050	SP0300-03-R-4010 PAGE 2 OF 80 MARKET READY BAKERY PRODUCTS FOR GUAM SEE PAGES 10 THROUGH 26 FOR INDIVIDUAL ITEMS				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED
 ☐ INSPECTED
 ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY <i>(Print)</i>		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42b. RECEIVED AT <i>(Location)</i>		
41c. DATE		42c. DATE REC'D <i>(YY/MM/DD)</i>		
		42d. TOTAL CONTAINERS		

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MARKET READY BAKERY PRODUCTS FOR GUAM

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MARKET READY BAKERY PRODUCTS FOR GUAM

Page 1, continued

1. Block 8 (Continued)

Offer Due Date/Local Time:

3:00 P.M., Local Philadelphia Time on March 11, 2003

2. Block 9 (Continued)

Mailed offers should be sent to:

Defense Logistics Agency
Defense Supply Center Philadelphia
Post Office Box 56667
Philadelphia, PA 19111-6667

Handcarried offers, including delivery by commercial carrier, should be delivered to:

Defense Supply Center Philadelphia
Business Opportunities Office
Bldg. 36, 2nd Floor, Wing E
700 Robbins Avenue
Philadelphia, PA 19111-5092

Note: All handcarried offers are to be delivered to the Business Opportunities Office between 8:00 a.m. and 5:00 p.m., Monday through Friday, except for legal federal holidays as set forth in 5 USC 6103. Offerors using a commercial carrier service must ensure that the carrier service “handcarries” the package to the Business Opportunities Office specified above for handcarried offers prior to the scheduled opening/closing time. Package must be plainly marked ON THE OUTSIDE OF THE COMMERCIAL CARRIER’S ENVELOPE with the solicitation number, date, and time set forth for receipt of offers as indicated in Block 8 of the Standard Form 1449.

MARKET READY BAKERY PRODUCTS FOR GUAM

FACSIMILE OFFERS ARE NOT AUTHORIZED.

Offer revisions/modifications/withdrawals should be transmitted to: (215) 737-9300, 9301, 9302 or 9303

3. Block 17a: (Continued)

Offerors: Please provide the following information

Cage Code _____

DUNS Number _____

FAX Number _____

Company POC _____

Phone # _____

Registered in Central Contract Register? _____

SF 129, Solicitation Mailing List Application on File _____
at DSCP? If no, a copy can be requested from _____ Y/N
the Contracting Officer

4. Block 17b: Remittance Address: (if different from Contractor/Offeror address in block 17a on Page 1.)

MARKET READY BAKERY PRODUCTS FOR GUAM

1. GENERAL INFORMATION

a. The purpose of this solicitation is for the Defense Supply Center Philadelphia (DSCP) to establish an Indefinite Quantity contract to provide Bread and Bakery products to home ported and load out ships in Guam, transient ships stopping in Guam and military shore customers in Guam, Marianas Islands.

b. See Pages 10 through 26 for a complete list of items to be acquired under this solicitation along with estimated quantities.

c. The contractor will be required to produce or obtain and deliver Bread, Rolls, and various other bakery products directly to the various customers listed on Pages 34 through 38 of this solicitation. Prices should be submitted to include delivery to the various customers on the island.

d. The Government intends to make one award under this solicitation unless, after receipt of offers, it is determined in the Government's best interest to make more than one award.

2. AWARD DETAILS

This is an indefinite quantity contract. There will be a one year base period and four one year options available at the Government's discretion. The base year effective contract period will be from date of placement of the first order and for one year thereafter.

3. ESTIMATED VALUE/GUARANTEED MINIMUM/MAXIMUM

a. Quantity. The quantities shown on the schedule represent the quantities estimated to be ordered over each of five years. These quantities are based on current Government methodologies and are subject to change; however, the guaranteed minimum in terms of dollars will apply. Quantities shown are overall and are not broken down by customer.

b. Acquisition Value. The estimated dollar value of this acquisition is:

Total Estimated Dollar Value – Base Year	\$ 258,000.00
Total Estimated Dollar Value for Each of Of Four Option Years	\$ 258,000.00
Total Dollar Value for the Entire Contract Period	\$1,290,000.00

MARKET READY BAKERY PRODUCTS FOR GUAM

c. **Guaranteed Minimum.** The minimum of a contract resulting from this solicitation will be 25% of the contract total dollar value; i.e., if the resulting contract dollar value is \$258,000.00, the Government is required to purchase \$64,000.00 during the one year base period. The maximum will be not more than 200% of the total dollar value (\$516,000.00) except in the case of a surge or mobilization, the maximum will be 300% (\$774,000.00). The minimum/ maximum applies to aggregate dollars and not individual items as actual quantities ordered may vary among the individual items. The estimated total contract dollar amount will be arrived at by calculating the unit price of each line item times the estimated quantity of that line item and then totaling all line items.

4. OPTIONS

a. **Option Years.** Effective the day after the end of the one year base period and each succeeding option year. Sixty days notice of intent to invoke an option will be provided to the contractor. The option will be invoked no later than three days prior to the expiration of the base years or succeeding option years. Acceptance of the options by the contractor(s) is mandatory - see clause 52.217-9P12, "Option for Indefinite-Delivery, Indefinite-Quantity Contract Term Extension (Mar 2000) DSCP appearing in the clauses section of this solicitation.

b. Prices will be evaluated inclusive of the options; i.e., the totals for all prices for the base year plus all four option periods will be added together to arrive at the total aggregate dollar value. This dollar value will be used as the basis for evaluating offers.

c. At any point during the base year or one of the option years, if the contract reaches its maximum monetary ceiling and funds are available, the Government reserves the right to exercise the option less than one (1) year after the award date (or in the case of an option, less than one year after the exercise of the option). In addition, the Government reserves the right to exercise multiple options concurrently at anytime after the award date.

d. Among other considerations, the Contracting Officer will consider the contractor's performance under the contract before exercising an option.

MARKET READY BAKERY PRODUCTS FOR GUAM

5. EFFECTIVE DATE OF CONTRACT.

A contract resulting from this solicitation will become effective on the date of award. It is anticipated that the first order under the contract resulting from this solicitation will be placed two - three weeks after the award date. The one year ordering period will begin on the date of placement of the first order rather than on the effective date of award.

6. ADDITIONAL CUSTOMERS

a. Additional DLA authorized customers, currently defined in DoD Financial Management Regulation, 7000.14-R, Vol. 11B, Chapter 55 (1999) may be added or deleted at no additional cost to the Government based on a mutually agreed upon implementation plan.

b. During times of contingency, the contractor will be expected to be able to support an additional new customer's orders within 48 hours of notification or receipt of purchase order.

7. FOSSAC. The Fitting Out and Supply Support Assistance Center (FOSSAC) was hired to continue the delivery process for the ships by transporting the stores from the brow of the ship into their storeroom. In order to accomplish this, the Contractor may have to schedule deliveries through the Fleet Industrial Center (FISC) when making deliveries of their product.

MARKET READY BAKERY PRODUCTS FOR GUAM

SCHEDULE OF SUPPLIES/SERVICES

<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QTY</u>
	<u>Offeror to Furnish Prices</u>
1. Bread, White, Fresh, Pan Baked, Sandwich, Enriched, 24 Oz Pg Unit of Issue: Pg	30,350 Pg Base Year _____ Option Year 1 _____ Option Year 2 _____ Option Year 3 _____ Option Year 4 _____
2. Bread, White, Fresh, Pan Baked, Sliced, Thick, For Texas, 24 Oz Pg Unit of Issue: Pg	1,550 Pg Base Year _____ Option Year 1 _____ Option Year 2 _____ Option Year 3 _____ Option Year 4 _____
3. Bread, White, Pullman, Fresh, Large Sandwich, Sliced, 48 Oz Pg, (Whole Loaf) Unit of Issue: Pg	200 Pg Base Year _____ Option Year 1 _____ Option Year 2 _____ Option Year 3 _____ Option Year 4 _____

MARKET READY BAKERY PRODUCTS FOR GUAM

<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QTY</u>
4. Bread, White, Pullman, Fresh, Large Sandwich, Sliced, 24 Oz Pg (Half Loaf) Unit of Issue: Pg	400 Pg Base Year _____ Option Year 1 _____ Option Year 2 _____ Option Year 3 _____ Option Year 4 _____
5. Bread, French, Fresh, Hearth Baked, 13 Oz Pg Unit of Issue: Pg	5,425 Pg Base Year _____ Option Year 1 _____ Option Year 2 _____ Option Year 3 _____ Option Year 4 _____
6. Bread, Rye, Fresh, Sliced, Pan Baked, Round Top, 16 Oz Pg Unit of Issue: Pg	95 Pg Base Year _____ Option Year 1 _____ Option Year 2 _____ Option Year 3 _____ Option Year 4 _____

MARKET READY BAKERY PRODUCTS FOR GUAM

<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QTY</u>
7. Bread, Rye, Fresh, Sliced, Pan Baked, Sandwich, 16 Oz Pg Unit of Issue: Pg	1,825 Pg Base Year _____ Option Year 1 _____ Option Year 2 _____ Option Year 3 _____ Option Year 4 _____
8. Bread, Rye, Fresh, Pan Baked, Large Sandwich, Sliced, 48 Oz Pg (Whole Loaf) Unit of Issue: Pg	50 Pg Base Year _____ Option Year 1 _____ Option Year 2 _____ Option Year 3 _____ Option Year 4 _____
9. Bread, Rye, Fresh, Pan Baked, Large Sandwich, Sliced, 24 Oz Pg (Half Loaf) Unit of Issue: Pg	200 Pg Base Year _____ Option Year 1 _____ Option Year 2 _____ Option Year 3 _____ Option Year 4 _____

MARKET READY BAKERY PRODUCTS FOR GUAM

<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QTY</u>
10. Bread, Whole Wheat, Fresh, Pan Baked, Sandwich, 16 Oz Pg Unit of Issue: Pg	20,000 Pg Base Year _____ Option Year 1 _____ Option Year 2 _____ Option Year 3 _____ Option Year 4 _____
11. Bread, Whole Wheat, Fresh, Pan Baked, Large Sandwich, Sliced, 48 Oz Pg (Whole Loaf) Unit of Issue: Pg	100 Pg Base Year _____ Option Year 1 _____ Option Year 2 _____ Option Year 3 _____ Option Year 4 _____
12. Bread, Whole Wheat, Fresh, Pan Baked, Large Sandwich, Sliced, 24 Oz Pg (Half Loaf) Unit of Issue: Pg	200 Pg Base Year _____ Option Year 1 _____ Option Year 2 _____ Option Year 3 _____ Option Year 4 _____

MARKET READY BAKERY PRODUCTS FOR GUAM

<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QTY</u>
13. Bread, Sourdough, Fresh, 26 Oz Pg Unit of Issue: Pg	10 Pg Base Year _____ Option Year 1 _____ Option Year 2 _____ Option Year 3 _____ Option Year 4 _____
14. Bread, Garlic, Fresh, 13 Oz Pg Unit of Issue: Pg	65 Pg Base Year _____ Option Year 1 _____ Option Year 2 _____ Option Year 3 _____ Option Year 4 _____
15. Bread, Roman Meal, Fresh, Multi-Grain, Pan Baked, Round Top, 16 Oz Pg Unit of Issue: Pg	10 Pg Base Year _____ Option Year 1 _____ Option Year 2 _____ Option Year 3 _____ Option Year 4 _____

MARKET READY BAKERY PRODUCTS FOR GUAM

<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QTY</u>
16. Bread, Raisin, Fresh, Sliced, Pan Baked, Round Top, 16 Oz Pg Unit of Issue: Pg	1,975 Pg Base Year _____ Option Year 1 _____ Option Year 2 _____ Option Year 3 _____ Option Year 4 _____
17. Rolls, Dinner, Fresh, 12 Per Pg Unit of Issue: Pg	15,375 Pg Base Year _____ Option Year 1 _____ Option Year 2 _____ Option Year 3 _____ Option Year 4 _____
18. Rolls, Dinner, Turtle, Fresh, Soft, Pan Baked, 12 Per Pg Unit of Issue: Pg	15 Pg Base Year _____ Option Year 1 _____ Option Year 2 _____ Option Year 3 _____ Option Year 4 _____

MARKET READY BAKERY PRODUCTS FOR GUAM

<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QTY</u>
19. Rolls, Dinner, Fresh, Brown and Serve, 12 Per Pg Unit of Issue: Pg	1,550 Pg Base Year _____ Option Year 1 _____ Option Year 2 _____ Option Year 3 _____ Option Year 4 _____
20. Rolls, Frankfurter, Fresh, Sliced White, Hearth Baked, 6 Per Pg Unit of Issue: Pg	37,250 Pg Base Year _____ Option Year 1 _____ Option Year 2 _____ Option Year 3 _____ Option Year 4 _____
21. Rolls, Hamburger, Fresh, Pan Baked, Enriched, 6 Per Pg Unit of Issue: Pg	27,775 Pg Base Year _____ Option Year 1 _____ Option Year 2 _____ Option Year 3 _____ Option Year 4 _____

MARKET READY BAKERY PRODUCTS FOR GUAM

<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QTY</u>
22. Rolls, Hamburger, W/Seeds, Fresh, Pan Baked, Enriched, 6 Per Pg Unit of Issue: Pg	200 Pg Base Year _____ Option Year 1 _____ Option Year 2 _____ Option Year 3 _____ Option Year 4 _____
23. Rolls, Hamburger, King Burger, Fresh, Pan Baked, Enriched, 12 Oz, 4 Per Pg Unit of Issue: Pg	200 Pg Base Year _____ Option Year 1 _____ Option Year 2 _____ Option Year 3 _____ Option Year 4 _____
24. Rolls, Torpedo, Fresh, 4 Per Pg Unit of Issue: Pg	4,335 Pg Base Year _____ Option Year 1 _____ Option Year 2 _____ Option Year 3 _____ Option Year 4 _____

MARKET READY BAKERY PRODUCTS FOR GUAM

<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QTY</u>
25. Rolls, Submarine, Fresh, 13 Oz, 4 Per Pg Unit of Issue: Pg	8,600 Pg Base Year _____ Option Year 1 _____ Option Year 2 _____ Option Year 3 _____ Option Year 4 _____
26. Rolls, Submarine, W/Seeds, Fresh, 13 Oz, 4 Per Pg Unit of Issue: Pg	50 Pg Base Year _____ Option Year 1 _____ Option Year 2 _____ Option Year 3 _____ Option Year 4 _____
27. Bread Crumbs, 16 Oz Pg Unit of Issue: Pg	25 Pg Base Year _____ Option Year 1 _____ Option Year 2 _____ Option Year 3 _____ Option Year 4 _____

MARKET READY BAKERY PRODUCTS FOR GUAM

	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QTY</u>
28.	Croutons, 16 Oz Pg Unit of Issue: Pg	10 Pg Base Year _____ Option Year 1 _____ Option Year 2 _____ Option Year 3 _____ Option Year 4 _____
29.	Muffin, English, Fresh, 6 Per Pg Unit of Issue: Pg	7,350 Pg Base Year _____ Option Year 1 _____ Option Year 2 _____ Option Year 3 _____ Option Year 4 _____
30.	Sweet Roll, Cinnamon, Fresh, 6 Per Pg Unit of Issue: Pg	415 Pg Base Year _____ Option Year 1 _____ Option Year 2 _____ Option Year 3 _____ Option Year 4 _____

MARKET READY BAKERY PRODUCTS FOR GUAM

<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QTY</u>
31. Apple Turnover, 16 Oz Pg, 4 Per Pg Unit of Issue: Pg	50 Pg Base Year _____ Option Year 1 _____ Option Year 2 _____ Option Year 3 _____ Option Year 4 _____
32. Pumpkin Turnover, 16 Oz Pg, 4 Per Pg Unit of Issue: Pg	25 Pg Base Year _____ Option Year 1 _____ Option Year 2 _____ Option Year 3 _____ Option Year 4 _____
33. Cake, Chocolate, Fresh, Double Layer, Frosted, Round, 8 Inch Diameter Unit of Issue: Ea	325 Ea Base Year _____ Option Year 1 _____ Option Year 2 _____ Option Year 3 _____ Option Year 4 _____

MARKET READY BAKERY PRODUCTS FOR GUAM

<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QTY</u>
34. Cake, Coconut, Fresh, Double Layer, Frosted, Round, 8 Inch Diameter Unit of Issue: Ea	180 Ea Base Year _____ Option Year 1 _____ Option Year 2 _____ Option Year 3 _____ Option Year 4 _____
35. Cake, Marble, Fresh, Double Layer, Frosted, Round, 8 Inch Diameter Unit of Issue: Ea	285 Ea Base Year _____ Option Year 1 _____ Option Year 2 _____ Option Year 3 _____ Option Year 4 _____
36. Cake, White, Fresh, Double Layer, Frosted, Round, 8 Inch Diameter Unit of Issue: Ea	200 Ea Base Year _____ Option Year 1 _____ Option Year 2 _____ Option Year 3 _____ Option Year 4 _____

MARKET READY BAKERY PRODUCTS FOR GUAM

<u>ITEM DESCRIPTION</u>		<u>ESTIMATED QTY</u>
37.	Cake, Yellow, Fresh, Double Layer, Frosted, Round, 8 Inch Diameter Unit of Issue: Ea	350 Ea
		Base Year _____
		Option Year 1 _____
		Option Year 2 _____
		Option Year 3 _____
		Option Year 4 _____
38.	Cake, Fresh, Double Layer, Decorated, 8" x12" Assorted Flavors Unit of Issue: Ea	10 Ea
		Base Year _____
		Option Year 1 _____
		Option Year 2 _____
		Option Year 3 _____
		Option Year 4 _____
NOTE: Offerors must indicate available flavors on Page 27		
39.	Cake, Fresh, Double Layer Decorated, 12" x16", Assorted Flavors Unit of Issue: Ea	10 Ea
		Base Year _____
		Option Year 1 _____
		Option Year 2 _____
		Option Year 3 _____
		Option Year 4 _____

NOTE: Offerors must indicate available flavors on Page 27

MARKET READY BAKERY PRODUCTS FOR GUAM

<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QTY</u>
40. Cake, Fresh, Double Layer Decorated, 16" x 24", Assorted Flavors Unit of Issue: Ea	10 Ea
	Base Year _____ Option Year 1 _____ Option Year 2 _____ Option Year 3 _____ Option Year 4 _____
NOTE: Offerors must indicate available flavors on Page 28	
41. Fruitcake, Fresh, Dried Fruits and Nuts, 2 Lb. Loaf Unit of Issue: Ea	10 Ea
	Base Year _____ Option Year 1 _____ Option Year 2 _____ Option Year 3 _____ Option Year 4 _____
42. Pie, Fruit, Fresh, 2 Crust, 9 Inch Diameter, Assorted Flavors Unit of Issue: Ea	575 Ea
	Base Year _____ Option Year 1 _____ Option Year 2 _____ Option Year 3 _____ Option Year 4 _____

NOTE: Offerors must indicate available flavors on Page 28

MARKET READY BAKERY PRODUCTS FOR GUAM

<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QTY</u>
43. Pie, Fruit, Fresh, Lattice Top, 9 Inch Diameter, Assorted Flavors Unit of Issue: Ea	50 Ea Base Year _____ Option Year 1 _____ Option Year 2 _____ Option Year 3 _____ Option Year 4 _____
NOTE: Offerors must indicate available flavors on Page	
44. Pie, Pumpkin, Fresh, 9 Inch Diameter Unit of Issue: Ea	300 Ea Base Year _____ Option Year 1 _____ Option Year 2 _____ Option Year 3 _____ Option Year 4 _____
45. Pie, Coconut Meringue, Fresh, 9 Inch Diameter Unit of Issue: Ea	95 Ea Base Year _____ Option Year 1 _____ Option Year 2 _____ Option Year 3 _____ Option Year 4 _____

MARKET READY BAKERY PRODUCTS FOR GUAM

<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QTY</u>
46. Pie , Lemon Meringue, Fresh, 9 Inch Diameter Unit of Issue: Ea	80 Ea Base Year _____ Option Year 1 _____ Option Year 2 _____ Option Year 3 _____ Option Year 4 _____
47. Pie, Egg Custard, Fresh, 9 Inch Diameter Unit of Issue: Ea	185 Ea Base Year _____ Option Year 1 _____ Option Year 2 _____ Option Year 3 _____ Option Year 4 _____
48. Pie, Pecan, Fresh, 9 Inch Diameter Unit of Issue: Ea	400 Ea Base Year _____ Option Year 1 _____ Option Year 2 _____ Option Year 3 _____ Option Year 4 _____

MARKET READY BAKERY PRODUCTS FOR GUAM

<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QTY</u>
49. Doughnuts, Fresh, Assorted, (Except "Filled") 12 Per Pg (1 Dozen) Unit of Issue: Pg	700 Pg
	Base Year _____
	Option Year 1 _____
	Option Year 2 _____
	Option Year 3 _____
	Option Year 4 _____

NOTE: Offerors must indicate available flavors on Page 29

50. Doughnuts, Fresh, Filled, Assorted 12 Per Pg (1 Dozen) Unit of Issue: Pg	200 Pg
	Base Year _____
	Option Year 1 _____
	Option Year 2 _____
	Option Year 3 _____
	Option Year 4 _____

NOTE: Offerors must indicate available flavors on Page 30

MARKET READY BAKERY PRODUCTS FOR GUAM

OFFERORS: YOU MUST PROVIDE THE FOLLOWING INFORMATION AS PART OF YOUR OFFER:

PAGE 22, ITEM #38, DECORATED CAKE, 8" X 12"

FLAVORS TO BE SUPPLIED:

PAGE 22, ITEM #39, DECORATED CAKE, 12" X 16"

FLAVORS TO BE SUPPLIED:

MARKET READY BAKERY PRODUCTS FOR GUAM

PAGE 23, ITEM 40, DECORATED CAKE, 16" X 24"

FLAVORS TO BE SUPPLIED:

PAGE 23, ITEM #42, FRUIT PIE, 2 CRUST

FLAVORS TO BE SUPPLIED:

MARKET READY BAKERY PRODUCTS FOR GUAM

PAGE 24, ITEM #43, FRUIT PIE, LATTICE TOP

FLAVORS TO BE SUPPLIED:

PAGE 26, ITEM 49, DOUGHNUTS, ASSORTED (EXCEPT FILLED)

FLAVORS TO BE SUPPLIED:

MARKET READY BAKERY PRODUCTS FOR GUAM

PAGE 26 , ITEM 50, DOUGHNUTS, FILLED

FLAVORS TO BE SUPPLIED:

MARKET READY BAKERY PRODUCTS FOR GUAM**DESCRIPTION/SPECIFICATIONS**

All items on this solicitation must be delivered within 24 hours after baking except deliveries may be within 48 hours of baking when a non-baking day occurs.

Code Dates. Utilizing good manufacturing practices, each product to be delivered will be marked with an expiration date. Product expiration date must coincide with the stated shelf life of the product.

PRODUCT SANITARILY APPROVED SOURCE REQUIREMENTS

a. Applicable food products, e.g., bakery items delivered to customers listed in this solicitation, as well as any customer added to contract(s) resulting from this solicitation, shall originate either from an establishment listed in the "Directory of Sanitarily Approved Food Establishments For Armed Forces Procurements", or one which has been inspected under the guidance of the United States Department of Commerce (USDC) or the United States Department of Agriculture (USDA). For detailed information see Clause 52.246-9P31 "Sanitary Conditions" in this solicitation.

b. The following is the Internet Link to VETCOM's Directory of Sanitarily Approved Food Establishments. Currently, access to this system will be authorized to vendors only upon written request to the Contracting Officer, and will be granted for a period of six months. This request can also be refreshed to permit an extension of the access time on an as needed basis.

<http://domino1.hcssa.amedd.army.mi./vetcom.nsf>

PACKAGING, PACKING AND LABELING

a. All packaging and packing shall be in accordance with good commercial practice. Labeling shall be in accordance with commercial labeling complying with the Federal Food, Drug and Cosmetic Act and regulations promulgated there under. Shipping containers shall be in compliance with the National Motor Freight Classification and Uniform Freight Classification Code.

b. All items must be identified with readable dates (open code dates), coded dates, or with color-coded twist ties. Contractors who do not use open dating will provide a product code number key/twist tie color listing. The product code number key/color coded twist tie listing shall explain the actual date of production/processing. Copies of

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key/color code the key listing will be furnished to each destination receiving officer and each destination inspection agency with the first delivery. A copy should also be furnished to the DSCP Contracting Officer and DSCP COR on Guam.

c. **For Navy Ships only** product must be packed in commercial cartons constructed to provide sufficient protection to ensure delivery of the product in good condition. The contractor shall further ensure that all box openings, including the bottoms are tightly sealed with gummed paper or masking tape to exclude all dirt and moisture. All cases must have minimum commercial markings and code date markings

d. To assure the receiving activity properly handles and stores the various products, standard commercial precautionary markings such as, "HANDLE WITH CARE", etc. will be used on the shipping cases **where appropriate**.

INSPECTION AND ACCEPTANCE

a. All deliveries are subject to military Veterinary inspection. In addition, the delivery vehicles will be inspected for cleanliness and condition.

b. Inspection and Acceptance of products will be performed at destination. The inspection is normally limited to identity, count and condition; however, this may be expanded if deemed necessary by either the military Veterinary inspector or the dining facility manager.

c. The authorized receiving official at each delivery point is responsible for inspection and accepting products as they are delivered. The invoice/delivery ticket shall not be signed prior to the inspection of each product. All overages/shortages/returns are to be noted on the delivery ticket by the receiving official and truck driver. A signature on the delivery ticket/invoice denotes acceptance of the product. No invoice may be submitted for payment until acceptance is verified.

DELIVERIES OR PERFORMANCE

a. **Order Placement.** The individual customers will place orders on an "as needed" basis. Delivery orders will be transmitted to the contractor through EDI, e-mail, facsimile or telephone. Telephonic orders will be accepted in emergency situations or to make order adjustments only. Telephonic orders/adjustments shall be confirmed in writing.

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b. **Delivery Schedule.** Delivery will be in accordance with the following schedule:

<u>Order Day</u>	<u>Delivery Day</u>
Monday	Wednesday
Tuesday	Thursday
Wednesday	Friday
Thursday	Saturday
Friday	Monday
Saturday	Monday
Sunday	Tuesday

c. **Emergency Orders.** In **emergency situations only**, Sunday delivery must be available.

d. **Holidays.** All orders are to be delivered as stated above except for Federal holidays as indicated below. When a scheduled delivery day falls on one of these days, or one designated by your firm, delivery will take place on the next business day.

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Note: If the holiday falls on a Saturday, the holiday is celebrated on the preceding Friday. If the holiday falls on a Sunday, the holiday is celebrated on the following Monday.

e. If your firm observes a holiday that is not listed above, those dates must be listed below. The list must include days that are observed for holidays that fall on weekends. For example, if the actual holiday falls on Saturday, indicate if the holiday is observed on the Friday before or the Monday after the holiday.

Offerors! List any additional holidays that you observe:

_____	_____
_____	_____

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f. **Reports.** The contractor shall, by the 15th of each month, submit to the DSCP Contracting Officer a list of sales and the dollar value thereof for the preceding month; e.g., on the report submitted on the 15th of August sales for the month of July would be shown.

g. **Authorized Customers.** The following is a list of customers authorized to order under a contract resulting from this solicitation:

1. Magellan Inn

Bldg. 25010 Unit 14004

Andersen AFB, Guam

DoDAAC: FT9174

POC: Staff Sgt Curtis

Phone: 671-366-6108

Fax: 671-366-6960

E-Mail: To Be Furnished

2. CDC Andersen AFB, Guam

36 SVS/SVYC Unit 14004

DoDAAC: FT9519

POC: Cathy Catling

Phone: 671-366-1102/1601/2/3

Fax: 671-366-6201

E-Mail: cathy.catling@andersen.af.mil

3. Department of Education (DoE) Guam

162 North Marine Drive

Piti, Guam 96915

DoDAAC: 08F302

POC: Vincente Borja

Phone: 671-475-6401

Fax: 671-477-7205

E-Mail: vborja@doe.edu.gu

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4. Dydasco Barrigada
9th Regional Supp. Comm Det, Guam
1359 Ammon Avenue
Barrigada, Guam 96913
DoDAAC: W80P67
POC: Limwel S. Padios
Phone: 671-344-5850/5880
Fax: 671-344-5854
E-Mail: limwel.padios@9rsc.army.mil

5. Dydasco USAR Center
Bldg. 1657
Route 1, Marine Drive
Sumay, Guam 96540
DoDAAC: W80REC
POC: Limwel S. Padios
Phone: 671-339-7028/6242
Fax: 671-339-4211
E-Mail: limwel.padios@9rsc.army.mil

6. Camp Covington, NMCB, Guam
Bldg. 586
Sumay, Guam 96540
DoDAAC: N66687
POC: MS1 Cooper
Phone: 671-339-3415
Fax: 671-339-6201
E-Mail: kjkkj20@hotmail.com

7. ComNavMar
Bldg 3191
Sumay, Guam 96540
DoDAAC: N6111G
POC: Bobbi Duenas
Phone: 671-339-2214
Fax: 671-339-3234
E-Mail: N8DuenasB@guam.navy.mil

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8. Guam Army National Guard
622 E. Harmon Industrial Park
Tamuning, Guam 96911
DoDAAC: W80GYB
POC: Sgt. Joseph Messa
Phone: 671-735-4012
Fax: 671-735-4199
E-Mail: joseph.mesa@gu.ngb.army.mil

9. 368TH Military Police Company
Bldg. B-1657
Route 1, Marine Drive
DoDAAC: W80REC
POC: Limwel S. Padios
Phone: 671-339-7028/6242
Fax: 671-339-4211
E-Mail: limwel.padios@9rsc.army.mil

10. United Seaman's Service Club
111 Cabras Highway
Piti, Guam 96925
DoDAAC: N66449
POC: Bill King/John Nelson
Phone: 671-472-2369
Fax: 671-472-9790
E-Mail: ussguam@netpci.com

11. USNS Niagara Falls
X Ray Pier
PSC 455 Box 190
FPO, AP, Guam 96540
DoDAAC: N22197
POC: Chief Steward

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12. USS Frank Cable
AS-40 Polaris Point
Sumay, Guam 96540
DoDAAC: R20865
POC: Chief Neil Pasternak
Phone: 671-339-2552/2545, X7822
Fax: To Be Furnished
E-Mail: mccali@cable.navy.mil

13. USNS San Jose
X Ray Pier
Bldg. 3191
PSC 455 Box 190
FPO AP, Guam 96540
DoDAAC: R20118
POC: Nick Langas
Phone: 671-339-4213
Fax: 671-339-3234
E-Mail: n8langas@guam.navy.mil

Visiting Ships, including, but not limited to:

14. US Corpus Christi
Polaris Point
Sumay, Guam 96540
DoDAAC: R20832
POC: Chief Poe
Phone: 671-343-4803
Fax:
E-Mail:

15. USS Decature
DoDAAC: R21947

16. USS Kitty Hawk
DoDAAC: R03363

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17. USNS Rappahannock
DoDAAC: N21871

18. SS Petersburg
DoDAAC: N22149

19. USNS Concord
DoDAAC: R05836

20. USS San Francisco
Bldg. 3191
Sumay, Guam 96540
DoDAAC: R20887
POC: MS1 Greg Waldee
Phone: 671-343-8186
Fax: 671-339-3234
E-Mail:

h. Rejection Procedures. If product is determined to be defective, damaged, or compromised in any manner, the receiving official may reject it. When product is found to be nonconforming or damaged, or otherwise suspect, the veterinary inspector shall notify the responsible food service officer. The Food Service Officer shall inspect and determine the course of action to be taken with the product in question. If present, the contractor representative may be consulted. The final decision is to be made by the Food Service Officer and/or his/her representative, or, the end-user customer. In the event an item is rejected, the delivery ticket/invoice shall be annotated as to the item (s) rejected. These items shall then be deducted from the delivery ticket/invoice. The invoice total must be adjusted to reflect the correct dollar value of the shipment. Replacements will be authorized based on the customer's needs. To the greatest extent possible, on an as-needed, emergency basis, same day re-delivery of items that were previously rejected shall be made, so that the customer's food service requirements do not go unfulfilled for that day. The re-delivered items will be delivered under a separate invoice utilizing the same call number, clin number, and purchase order number for the discrepant line. These re-deliveries will not constitute an emergency requirement and therefore will have no additional charges.

i. In the event that a product is rejected after initial delivery is made, the vendor will pick up the rejected product. Credit due to the ordering activity as a result of the rejected product being returned, will be handled through a receipts adjustment process in

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STORES. If the vendor has already been paid for the product, a claim will be issued through DSCP's financial system. In all cases, one (1) copy of the credit memo is to be given to the customer and (1) copy of the credit memo, along with the original invoice is to be sent to the DSCP Account Manager. If a customer requires a one to one replacement, no additional paper work is necessary. The vendor delivery ticket/invoice will show that product is a replacement for rejected item. The invoice shall reference the call number, CLIN number, and Purchase Order Number of the originally ordered product. In addition, a copy of the credit memo from returned product is to be attached to the invoice. It is a requirement of this solicitation that product shall be inspected upon receipt as promptly as practicable. However, failure to promptly inspect or accept supplies shall not relieve the contractor from responsibility, nor impose liability on any of the customers, for nonconforming supplies. Supplies transported in vehicles that are not sanitary, or which are not equipped to maintain prescribed temperatures, may be rejected without further inspection.

DEFENSE APPROPRIATIONS ACT

a. All items supplied under the contract awarded, as a result of this solicitation must comply with the Berry Amendment, 10 U.S.C. Section 2533a (2001), and the provisions of Clause 252.225-7012 (April 2002). These references require that all items supplied under the contract be **manufactured or processed** in the United States or its possessions.

b. Offerors are reminded that the annual Defense Appropriations Act requires that all food products supplied to the military, which are paid for by appropriated funds, must be **manufactured or processed** in the United States or its possessions. This would not apply to commissary resale items or for the acquisition of those specific items listed as follows:

Bananas	Beef, Corned, canned
Beef Extract	Brazil Nuts, unroasted
Capers	Cashew Nuts
Castor Beans and Oil	Chestnuts
Chicle	Cocoa Beans
Coffee, raw or green bean	Oranges, Mandarin, canned
Spices and herbs, in bulk	Tapioca, flour and cassava
Tea, in bulk	Thyme oil
Olive Oil	Sugars, raw
Vanilla beans	
Olives (green), pitted or unpitted or stuffed in bulk	
Coconut and coconut meat, unsweetened, in shredded, desiccated, or similarly prepared forms.	

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c. For additional information, please consult the DoD FAR Supplement at 225.700 "Appropriations Act Restrictions" and/or the Contracting Officer.

d. Offerors must identify any offered food items that are not domestic when submitting an offer under this solicitation. Lack of identification of non-domestic items is the Offeror's certification of compliance.

e. During the year, the Contracting Officer may issue individual domestic non-availability determinations when warranted. A notice will be issued to the Contractor(s) as the determination(s) is (are) made. NOTE: **Customers are not permitted to make this determination independently.**

f. If there are any changes to the Berry Amendment during the term of the contract, the Contracting Officer will notify the contractor(s).

ORDERING SYSTEM

a. Most customers listed within this solicitation are currently using the Subsistence Total Order and Receipt Electronic Systems (STORES). However, there are some customers for which the vendor will be required to provide their commercial electronic ordering system. Some customers may be able to use "STORES on the Web". The purpose of STORES on the Web is NOT to replace the current system, but it provides an additional option for sites with special needs and requirements.

b. Subsistence Total Order and Receipt Electronic System (STORES)

(i) STORES is the Government's translator/ordering system which is capable of accepting orders from any of the Services', i.e. Army, Air Force, Navy, Marines, individual ordering systems. In addition, this information is passed to DSCP for the purposes of contractor payment and customer billing.

(ii) The customers are able to order all of their food and beverage requirements through STORES. The system will transmit orders to the Prime Vendor, the DSO (for fresh fruits and vegetables), the bakery (for fresh bread), the dairy (for fresh milk and dairy items) and to DSCP for ration-type items. It may be possible during the life of this contract that all customers will also have the opportunity to order the non-food items from STORES.

(iii) The awardee shall be required to interface with STORES and the offeror must be able to support the following EDI transaction sets:

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810	Electronic Invoice
820	Payment Voucher Information
832	Catalog (Outbound - Vendor to DSCP)
850	Purchase Order
861	Receipts
997	Functional Acknowledgment

(iv) A complete description of these transaction sets is included in the “EDI Implementation Guidelines” attached to this solicitation.

(v) The vendor shall have access to the Internet and be able to send and receive electronic mail (email).

(vi) Unit prices and extended prices must be formatted not more than two (2) places to the right of the decimal point.

The awardee is required to utilize the Government's item descriptions in the Electronic Catalog (832 transaction) as well as on its invoices. For example: “White Bread, 24 Oz Loaf” would be listed as “Bread, White, Fresh, Pan Baked, Sandwich, Enriched, 24 Oz Pg”.

CONTRACT ADMINISTRATION DATA

Contracting Authority.

a. The DSCP Contracting Officer is the only person authorized to approve changes, or modify any requirement of the contract. Notwithstanding any provisions contained elsewhere in the contract, said authority remains solely with the DSCP Contracting Officer.

b. In the event the vendor effects any change at the direction of any person other than the DSCP Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made. The Contracting Officer must authorize any modification or costs associated with a change.

c. Requests for information on matters related to this contract, such as an explanation of terms or contract interpretation, shall be submitted to the DSCP Contracting Officer. Such requests may be submitted through the in country COR (Contracting Officer's Representative,) who will, in turn, seek clarification from the Contracting Officer.

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Invoicing.

a. Each delivery will be accompanied by the contractor's delivery ticket/invoice. Two copies (an original plus one) shall accompany the shipment. The customer shall sign all copies of the invoice/delivery ticket, keep one (1) copy and return the ORIGINAL copy to the vendor. **Any changes must be made on the face of the invoice; attachments are not acceptable.**

b. For all customers using the STORES or STORES on the Web ordering system, the vendor will be required to invoice for payment electronically (see electronic invoicing below). For any customers that order "commercially"; i.e., not through the STORES or STORES on the Web systems, the vendor will be required to invoice manually (see commercial invoicing below):

c. Each invoice should contain sufficient data for research and payment purposes. This includes:

1. Contract Number
2. Call Number
3. Purchase Order Number
4. Contract Line Items listed in numerical sequence (also referred to as CLIN order)
5. Item Nomenclature
6. Quantity purchased per item in DSCP's Unit of Issue
7. Clearly identified changes and annotations on all copies
8. Total dollar value of invoice recalculated, if applicable

d. It is strongly preferred that there be only one (1) invoice per customer facility per delivery; however, if this is not possible, than all invoices must be clearly annotated that they are part of a group, e.g. 1 of 3, 2 of 3, etc. In addition, all invoice groups must be sent to DFAS Columbus together.

e. Add-on Items - When a customer adds an item to an existing order (e.g. 9999, Clin 123), the contractor should add these items to the end of the original invoice. An "add-on" is an item or items ordered after the original electronic order has already been released and must be placed through other means, e.g. by telephone, fax, etc., but will be delivered along with the original order. When add-ons are invoiced separately in lieu of the invoice with the original order, it greatly complicates the payment process. A clean invoice, i.e. an invoice that totally matches what was delivered, expedites the payment process considerably. Therefore, we strongly encourage our Contractor to invoice as above. Compliance with the above will help us help you receive your payments in a timely manner.

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Electronic Invoicing.

- a. All invoicing of STORES orders for payment is to be filed electronically, using EDI Transaction set 810. (See Attachment 5).
- b. All invoices submitted must be clean, i.e. all debit/credits must be correct prior to submission.
- c. Invoice transactions may be submitted to DFAS daily; however it cannot be stressed enough that all internal debit/credit transaction must be completed prior to invoice submission.
- d. The same invoices cannot be submitted with different dollar amounts.
- e. The contractor will be required to submit test Transactions sets 30 days prior to first order.
- f. Invoices may not be submitted as "LIVE DATA" until a test transaction set has been cleared.
- g. Unit prices and extended prices must be formatted not more than two (2) places to the right of the decimal point. STORES will not accommodate positions of 3 and above beyond the decimal point.

Payments.

- a. DFAS Columbus Center is the payment office for this acquisition. The mailing address is:

Defense Finance and Accounting Service, Columbus Center
Attn: DFAS-CO-SEPS
P.O. Box 182317
Columbus, Ohio 43218-6260

- b. Payment of delivery orders will be made in accordance with the terms and conditions of Paragraph (i) of Clause 52.212-4 "Contract Terms and Conditions – Commercial Items", appearing in the section of this solicitation entitled "Contract Clauses".

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c. Payment is currently being made in approximately seven (7) days after the receipt of a proper invoice, however, is still subject to the terms and conditions of the Prompt Payment Act (31 U.S.C. 3903).

d. All offerors must have the ability to accept an 820 transaction set from your financial institution. DFAS Columbus will no longer forward a detailed summary of payment(s); this information will only be available from your bank.

e. The Government intends to make payments under the resultant contract by electronic funds transfer (EFT). Reference Clause 52.232-33, "Mandatory Information for Electronic Funds Transfer Payment" appearing in the section of this solicitation entitled "Contract Clauses".

Administration.

a. DSCP Philadelphia will perform administration of the contract.

b. A designated representative at the ordering activity will perform administration of the individual delivery order. This includes approving product substitutions and delivery changes.

c. The DSCP Contracting Officer must approve any changes to the contract.

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CONTRACT CLAUSES, SOLICITATION PROVISIONS, REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS. PLEASE READ CAREFULLY AS MANY REQUIRE OFFEROR RESPONSE AND COMPLETION.

52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (OCT 2000)

(a) North American Industry Classification System (NAICS) Code and Small Business Size Standard.

The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 100 employees.

(b) Submission of Offers.

Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The names, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration. **SEE ADDENDUM ON PAGE 48**

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(c) Period for Acceptance of Offers.

The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation. **SEE ADDENDUM ON PAGES 48 AND 49**

(d) Product Samples.

When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during pre-award testing. **SEE ADDENDUM ON PAGE 49**

(e) Multiple Offers.

Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately. **SEE ADDENDUM ON PAGE 49**

(f) Late Submissions, Modifications, Revisions, and Withdrawals of Offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

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(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract Award (not applicable to Invitation for Bids).

The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple Awards.

The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer. **SEE ADDENDUM ON PAGE 49**

(i) Availability of Requirements Documents Cited in the Solicitation.

(1) (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section
Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925
Facsimile (202) 619-8978

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(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--

Department of Defense Single Stock Point (DoDSSP)
Building 4, Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094
Telephone (215) 697-2667/2179
Facsimile (215) 697-1462

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://assist.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

(j) Data Universal Numbering System (DUNS) Number.

(Applies to offers exceeding \$25,000.)

The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

ADDENDUM TO 52.212-1 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (OCT 2000)
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The following paragraphs of 52.212-1 are amended as indicated below:

1. Paragraph (b) Submission of offers.

See Standard Form 1449 (Continuation Sheet), on page 2, for any specific instructions on how to submit your offer if mailed, hand-carried or faxed (when authorized).

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Faxed offers are NOT authorized for this solicitation.

2. Paragraph (c) Period of Acceptance of Offers

Delete 30 calendar days and insert 90 calendar days

3. Paragraph (d) Product Samples

Delete in its entirety

4. Paragraph (e) Multiple Offers

Delete in its entirety

3. Paragraph (h) Multiple awards.

Delete in its entirety and substitute the following: The Government intends to make one award under this solicitation unless, after receipt of offers, if it is determined in the Government's best interest to make more than one award.

4. The following provisions are added to Clause 52.212-1:

(k) *Rounding Off of Offer and Award Prices.* Prices shall be limited to a maximum of two decimal places. For evaluation and award purposes, offers containing a price of more than two decimal places shall be rounded off to two decimal places.

(l) *Evaluation Of Offers.*

(1) Offers for less than the total estimated quantity of any single line item will not be considered.

(2) Any offer that is conditioned or qualified by stipulation that the offer is to be considered only if, prior to the date of award, the offeror receives (or does not receive) an award under another procurement, will be rejected.

(3) Offerors are encouraged to offer on each and every item. When the offeror is not itself a producer of an item(s) arrangements may be made to obtain such item(s) from other approved sources.

(4) Unless otherwise specified in the solicitation, single line items may be awarded in the best interest of the Government unless offers are specifically qualified. However, in addition to these factors, low offers on the individual items from offerors who fail to offer on all items may be foregone by the Government if acceptance (1) would prevent the Government from obtaining all of its needs for all items under the solicitation and (2) would force the Government into a second procurement for items left unawarded.

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52.212-2 EVALUATION-COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Past Performance

(b) The basis for award will be “low price, technically acceptable”. The Government intends to make an award to a firm submitting the lowest price that also has been determined technically capable to perform the work required by this solicitation.

(c) Any offeror who has not had a contract with DSCP to perform same or similar work in the past shall submit with their offer a narrative outlining past performance in a commercial setting or with other Government Agencies. The narrative need not be overly long but should be concise enough to demonstrate prior successful performance doing similar work.

(d) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced.

(e) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

**52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—
COMMERCIAL ITEMS (MAY 2002) ALTERNATE I (APR 2002)**

(a) Definitions. As used in this provision:

“Emerging Small Business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the North American Industry Classification System (NAICS) code designated.

“Forced or Indentured Child Labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

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(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Service-Disabled Veteran-Owned Small Business Concern”--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small Business Concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-Owned Small Business Concern” means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-Owned Business Concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-Owned Small Business Concern” means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701).

(Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror’s relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting

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requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal government.

(4) *Type of Organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) *Common Parent.*

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) *Small Business Concern.*

The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-Owned Small Business Concern.*

[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]

The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-Disabled Veteran-Owned Small Business Concern.*

[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]

The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

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(4) Small Disadvantaged Business Concern.

[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]

The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-Owned Small Business Concern.

[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]

The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

NOTE: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold (i.e. \$100,000.00).

(6) Women-Owned Business Concern (other than small business concern).

[Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]

The offeror represents that it ☐ is a women-owned business concern.

(7) Tie Bid Priority for Labor Surplus Area Concerns.

If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.

[Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) *[Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).]*

The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.

(ii) *[Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).]*

Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

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(Check one of the following):

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) *[Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]*

(i) *General.*

The offeror represents that either--

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and is identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) ☐ *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.*

The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture.

[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(10) *HUBZone Small Business Concern.*

[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]

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The offeror represents as part of its offer that--

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:

_____.]

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)

[The offeror shall check the category in which its ownership falls]:

_____ Black American.

_____ Hispanic American.

_____ Native American

(American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American

(persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia

(Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American

(persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

(d) *Representations required to implement provisions of Executive Order 11246--*

(1) Previous Contracts and Compliance.

The offeror represents that--

(i) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not, filed all required compliance reports.

(2) Affirmative Action Compliance.

The offeror represents that--

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(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).

(Applies only if the contract is expected to exceed \$100,000.)

By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate.

(The certificate in DFARS 252.225-7000 or 7006 shall be completed if it is provided as an Attachment to 52.212-3.)

(g) Buy American Act--North American Free Trade Agreement--Israeli Trade Act Certificate.

(The certificate in DFARS 252.225-7035 shall be completed if it is provided as an Attachment to 52.212-3.)

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549).

(Applies only if the contract value is expected to exceed the simplified acquisition threshold.)

The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) The offeror and/or any of its principals ☐ are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).

(The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring

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Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).)

(1) Listed End Products.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(2) Certification.

(If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the Offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The Offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the Offeror certifies that it is not aware of any such use of child labor.

ADDENDUM TO CLAUSE 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (MAY 2002) ALTERNATE I (APR 2002)
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252.225-7000 BUY AMERICAN ACT – BALANCE OF PAYMENTS PROGRAM
CERTIFICATE (SEP 1999) DFARS

(a) *Definitions.*

“Domestic end product,” “qualifying country,” “qualifying country end product,” and “nonqualifying country end product” have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) *Evaluation.*

Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

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(c) *Certifications.*

(1) The Offeror certifies that-

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

Line Item Number	Country of Origin
_____	_____
_____	_____
_____	_____
_____	_____

(List only qualifying country end products.)

(3) The offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

Line Item Number	Country of Origin (If known)
_____	_____
_____	_____
_____	_____
_____	_____

52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (FEB 2002)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights--

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item. **SEE ADDENDUM ON PAGE 62**

(b) *Assignment.* The Contractor or its assignee's rights to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other

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financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).

(c) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties. **SEE ADDENDUM ON PAGE 62**

(d) *Disputes*. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions*. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice*. The Contractor shall submit an original invoice and three copies (or electronic invoice) to the address designated in the contract to receive invoices.

An invoice must include--

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

An Electronic Invoice must follow the information in the attached 810 Transaction Set, version 3050, Electronic Invoice Attachment 2 page 176 to 204

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment.

Contractors are encouraged to assign an identification number to each invoice.

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(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for Cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government

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improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

SEE ADDENDUM ON PAGE 62

(p) *Limitation of Liability*. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other Compliances*. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance With Laws Unique to Government Contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specifications.

**ADDENDUM TO CLAUSE 52.212-4 CONTRACT TERMS AND CONDITIONS--
COMMERCIAL ITEMS (FEB 2002)**

The following paragraph(s) of 52.212-4 are amended as indicated below:

1. Paragraph (a), Inspection/Acceptance, is revised to add the following:

“Inspection and acceptance of products will be performed at destination. The authorized receiving official for each customer is responsible for signing for and accepting products when they are delivered. The final disposition decision rests with the food service officer.”

2. Paragraph (c), Changes, is deleted in its entirety and replaced with the following:

(c) Changes.

(1) The Contracting Officer, at his/her discretion, may unilaterally invoke any of the contingency options set forth in this contract.

(2) The Contracting Officer may at anytime, by unilateral written order, make changes within the general scope of this contract in any one or more of the following:

(i) method of shipment or packing;

(ii) place, manner, or time of delivery.

(3) If such change causes an increase or decrease in the cost of, or time required for, performance for any part of the work under this contract, the Contracting Officer shall make equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(4) The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(5) Failure to agree to any adjustment shall be a dispute under the Disputes Clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract.”

3. Paragraph (o), Warranty, is revised to add the following:

“In the event that a product recall is initiated by the Contractor, supplier or manufacturer, the Contractor should follow the procedures as outlined below:

(1) Immediately notify the following personnel:

(i) Customers that have received the recalled product

(ii) DSCP Contracting Officer

(iii) DSCP Account Manager

(iv) DSCP Consumer Safety Officer at 215-737-3845

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- (2) Provide the following information to the DSCP Consumer Safety Officer:
- (i) Reason for recall
 - (ii) Level of recall, i.e. Type I, II or III
 - (iii) Description of product
 - (iv) Amount of product
 - (v) List of customers that have received product
 - (vi) Name and phone number of responsible person (Recall Coordinator).
- (3) The Contractor should provide a Final Status Report of Recall, when completed, to the DPSC Consumer Safety Officer.”

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2002) [DEVIATION]

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) **52.222-3**, Convict Labor (E.O. 11755).
- (2) **52.233-3**, Protest After Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

- X (1) **52.203-6**, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- ___ (2) **52.219-3**, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).
- ___ (3) **52.219-4**, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).
- ___ (4)(i) **52.219-5**, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- ___ (4)(ii) **Alternate I** to 52.219-5.
- ___ (4)(iii) **Alternate II** to 52.219-5.
- X (5) **52.219-8**, Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- X (6) **52.219-9**, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).
- ___ (7) **52.219-14**, Limitation on Subcontracting (15 U.S.C. 637(a)(14)).
- ___ (8)(i) **52.219-23**, Notice of Price evaluation Adjustment for Small

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- Disadvantaged Business Concerns (Pub L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (8)(ii) **Alternate I** of 52.219-23.
- ___ (9) **52.219-25**, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, And 10 U.S.C. 2323).
- ___ (10) **52.219-26**, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- X (11) **52.222-19**, Child Labor—Cooperation with Authorities and Remedies (E.O. 13126).
- X (12) **52.222-21**, Prohibition of Segregated Facilities (Feb 1999).
- X (13) **52.222-26**, Equal Opportunity (E.O. 11246).
- X (14) **52.222-35**, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- X (15) **52.222-36**, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- X (16) **52.222-37**, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- ___ (17)(i) **52.223-9**, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
- ___ (17)(ii) **Alternate I** of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- Paragraphs (18) through (20) are not applicable and have been deleted.*
- ___ (21) **52.225-13**, Restriction on Certain Foreign Purchase (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- ___ (22) **52.225-15**, Sanctioned European Union Country End Products (E.O. 12849).
- ___ (23) **52.225-16**, Sanctioned European Union Country Services (E.O. 12849).
- X (24) **52.232-33**, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).
- X (25) **52.232-34**, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).
- ___ (26) **52.232-36**, Payment by Third Party (31 U.S.C. 3332).
- ___ (27) **52.239-1**, Privacy or Security Safeguards (5 U.S.C. 552a)
- ___ (28)(i) **52.247-64**, Preference for Privately Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241).
- ___ (28)(ii) **Alternate I** of 52.247-64.

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(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

- ___ (1) **52.222-41**, Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.). Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1003-4(c) or (d) (See DoD Class Deviation Number 2000-00006).
- ___ (2) **52.222-42**, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (3) **52.222-43**, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) 29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (4) **52.222-44**, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (5) **52.222-47**, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) *Comptroller General Examination of Record.*

The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those

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listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

- (1) **52.222-26**, Equal Opportunity (E.O. 11246);
- (2) **52.222-35**, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);
- (3) **52.222-36**, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);
- (4) **52.247-64**, Preference for Privately-Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996);
and
- (5) **52.222-41**, Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

252.212-7001 Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items. (May 2002)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☒ **52.203-3** Gratuities (APR 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

<input checked="" type="checkbox"/>	252.205-7000	Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
<input type="checkbox"/>	252.206-7000	Domestic Source Restriction (DEC 1991) (10 U.S.C. 2304).
<input type="checkbox"/>	252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).
<input type="checkbox"/>	252.219-7004	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).
<input checked="" type="checkbox"/>	252.225-7001	Buy American Act and Balance of Payments Program (MAR 1998) (41 U.S.C. 10a-10d, E.O. 10582).

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_____	252.225-7007	Buy American Act--Trade Agreements--Balance of Payments Program (SEP 2001) (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).
<u> X </u>	252.225-7012	Preference for Certain Domestic Commodities (APR 2002) (10 U.S.C. 2533a).
_____	252.225-7014	Preference for Domestic Specialty Metals (MAR 1998) (10 U.S.C. 2533a).
_____	252.225-7015	Preference for Domestic Hand or Measuring Tools (DEC 1991) (10 U.S.C. 2533a).
_____	252.225-7016	Restriction on Acquisition of Ball and Roller Bearings (DEC 2000) (____ Alternate I) (DEC 2000) (Section 8064 of Pub. L. 106-259).
_____	252.225-7021	Trade Agreements (SEP 2001) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
_____	252.225-7027	Restriction on Contingent Fees for Foreign Military Sales (MAR 1998) (22 U.S.C. 2779).
<u> X </u>	252.225-7028	Exclusionary Policies and Practices of Foreign Governments (DEC 1991) (22 U.S.C. 2755).
_____	252.225-7029	Preference for United States or Canadian Air Circuit Breakers (AUG 1998) (10 U.S.C. 2534(a)(3)).
_____	252.225-7036	Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (MAR 1998) (____ Alternate I) (SEP 1999) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
_____	252.227-7015	Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
_____	252.227-7037	Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
_____	252.243-7002	Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
_____	252.247-7023	Transportation of Supplies by Sea (MAY 2002) (____ Alternate I) (MAR 2000) (____ Alternate II) (MAR 2000) (10 U.S.C. 2631).
_____	252.247-7024	Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

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- 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2533a).
- 252.247-7023 Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).
- 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

**252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS --
COMMERCIAL ITEMS (NOV 1995) DFARS**

(a) Definitions.

As used in this clause --

(1) "Foreign person" means any person other than a United States person as defined Section 16 (2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity certifies that it --

- (1) Does not comply with the Secondary Arab Boycott of Israel; and
- (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407 (a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services.)

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it --

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

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_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, "Notification of Transportation of Supplies by Sea."

52.209-9P04 CERTIFICATION OR DISCLOSURE OF SUSPENDED SUBCONTRACTORS, SUPPLIERS OR INDIVIDUALS (JAN 1992) DSCP

(a) Contractors are prohibited from using suspended or debarred contractors as subcontractors or suppliers.

(1) Except as listed in paragraph (3) below, the offeror certifies by submission of its offer, that no part of the work called for by any contract resulting from this solicitation shall be performed by any subcontractor, of any tier, or supplier appearing in the lists of parties excluded from federal procurement or non-procurement programs.

(2) Verification of any contractor suspected of appearing in the above list may be obtained by contacting the contracting officer at the office shown on page 1 of the solicitation.

(3) Debarred or suspended contractors proposed as subcontractors or suppliers:

Name and Address of Contractor(s)

(4) Approval to use a debarred or suspended contractor as a subcontractor or supplier shall not be given by the government unless there are compelling reasons for this approval.

(5) Failure on the part of the offeror to comply with this clause in any contract resulting from this solicitation may result in the government terminating the entire contract, or any portion thereof, pursuant to the "default" clause of such contract.

(6) The offeror agrees, if awarded a contract under this solicitation, to insert the substance of this clause, including this paragraph (6), in every subcontract resulting from such contract and to require its subcontractors and suppliers to do likewise.

(b) In addition, offerors are required to identify below, as indicated any suspended or debarred individuals appearing in the list in paragraph (a)(1) above whom they employ, associate with or have a relationship to. Such employment, business associations and relationships will be examined to determine the impact of those ties on the responsibility of the offeror as a government contractor. Verification of suspected suspended/debarred individuals may be obtained as indicated in paragraph (a)(2) above.

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Name and Title of Suspended or Debarred Individual(s)	Organization (If other than offeror)	Describe Association/ Relationship: (e.g., employee consultant)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

52.209-9P06 RESPONSIBILITY OF OFFEROR (JAN 1992) DSCP

In considering the responsibility of an offeror, the government reserves the right to determine the responsibility of the offeror's proposed subcontractor(s) or supplier(s). The same factors shall be used to determine the responsibility of the offeror and its subcontractor(s) or supplier(s). The determination of responsibility of a proposed subcontractor or supplier shall not be construed to relieve the contractor of the sole responsibility of assuring that performance of all work under the contract is in strict accordance with its terms and conditions.

52.211-9P36 FDA COMPLIANCE (JAN 1992) DSCP

If any supplies acquired hereunder are recalled under the provisions of the Federal Food, Drug and Cosmetic Act, and regulations there under, the contractor shall, at the Government's option, either reimburse the Government or repair /replace the recalled supplies. Additionally, the contractor shall notify the contracting officer immediately when a firm decides to voluntarily recall or withdraw any product from the marketplace. Upon notification by the contracting officer that supplies acquired hereunder have been recalled, the contractor shall either (a) accept Certificates of Destruction from the Government after the supplies have been properly disposed of, (b) request return of the supplies, or (c) if the supplies may be repaired on site without transporting them from their location, furnish all materials necessary to effect repairs. Replacement or reimbursement will be accomplished by the contractor immediately on receipt of Certificates of Destruction or returned supplies. The costs of replacement or repair of supplies, and transportation and handling costs for movement of returned, replaced or repaired supplies within the continental United States shall be paid by the contractor. The provisions of this clause are applicable only when the value of the recalled supplies in the possession of the Government amounts to \$100 or more. The rights and remedies of the Government provided in this clause are in addition to, and do not limit, any rights afforded to the Government by any other clause in the contract.

52.212-9000 CHANGES – MILITARY READINESS (MAR 2001) DLAD

The commercial changes clause at FAR 52.212-4(c) is applicable to this contract in lieu of the changes clause at FAR 52.243-1. However, in the event of a Contingency

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Operation or a Humanitarian or Peace Keeping Operation, as defined below, the contracting officer may, by written order, change—

- (1) the method of shipment or packing, and
- (2) the place of delivery.

If any such change causes an increase in the cost of, or the time required for performance, the contracting officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The contractor must assert its right to an adjustment within 30 days from the date of receipt of the modification.

“Contingency Operation” means a military operation that—

(i) Is designated by the Secretary of Defense as an operation in which members of the armed forces are or may become involved in military actions, operations, or hostilities against an enemy of the United States or against an opposing military force; or

(ii) Results in the call or order to, or retention on, active duty of members of the uniformed services under 10 U.S.C. 688, 12301(a), 12302, 12304, 12305, or 12406, chapter 15 of U.S.C., or any other provision of law during a war or during a national emergency declared by the President or Congress (10 U.S.C. 101(a)(13)).

“Humanitarian or Peacekeeping Operation” means a military operation in support of the provision of humanitarian or foreign disaster assistance or in support of peacekeeping operation under Chapter VI or VII of the Charter of the United Nations. The term does not include routine training, force rotation, or stationing. (10 U.S.C. 2302(8) and 41 U.S.C. 259(d)(2)(B)).

AUTHORIZED NEGOTIATORS

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: (list names, titles, and telephone numbers of the authorized negotiators).

_____.

_____.

_____.

Phone Number: _____.

FAX Number: _____.

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52.216-9P04 RESPONSIBILITY FOR ADMINISTRATION OF DELIVERY ORDER (S) (AUG 1992) DSCP

Delivery orders issued against this indefinite delivery contract shall be administered by the person who placed the order on behalf of the government, i.e., the commissary ordering officer or the ordering officer responsible for the troop support activity. Ordering officers are authorized to modify delivery orders and perform all administrative functions pertaining to such orders including termination of the order for late deliveries and other product nonconformances. In these cases, the applicable agency, commissary, or activity may repurchase the supplies locally. Ordering officers, however, are not authorized to sign purchase orders or contracts and cannot take any action to charge the account of the contractor unless they are also contracting officers. Only an authorized contracting officer acting on behalf of the agency, commissary or activity can take these particular repurchase action. Administration of the terms and conditions set forth in the IDC is the responsibility of the DSCP contracting officer. The ordering officer shall also notify the DSCP contracting officer of all terminations and repurchase actions which were processed under the IDC.

52.217-9P12 OPTION FOR INDEFINITE-DELIVERY, INDEFINITE-QUANTITY CONTRACT TERM EXTENSION (MAR 2000) DSCP

(a) Acceptance of the option provision(s)/clauses contained herein is mandatory. Failure to indicate acceptance of the option by annotating the offeror's option price in the schedule or elsewhere in the solicitation will be deemed non-acceptance of the option and may result in rejection of the offeror's entire bid/proposal.

(b) Offerors may offer options at unit prices which differ from the unit prices for the base ordering period. These prices may vary with the quantities actually ordered and the dates when ordered.

(c) The contracting officer may extend the term of this contract for four [4] additional one [1] year period(s) by written notice to the contractor within the time specified in the schedule; provided that the contracting officer shall give the contractor a preliminary written notice of intent to extend at least 60 days before expiration of the contract. The preliminary notice does not commit the government to an extension.

(d) Performance under the option period shall continue at the same performance level specified for the basic contract.

(e) The option to extend the term of the contract shall be exercised not later than three (3) days before the expiration date of the contract.

(f) The option is deemed exercised when mailed or otherwise furnished to the contractor.

(g) If the contracting officer exercises this option, the extended contract shall be considered to include this option clause and the minimum and maximum quantities specified in the award for that option period will apply. The modification exercising the option will also modify DSCP clause 52.217-9P16, Effective Period of Contract--Indefinite-Delivery, Indefinite-Quantity Contract, to cover the base ordering period and the additional option period(s) exercised to date.

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(h) The total duration of any options exercised under this clause shall not exceed one year.

(i) The following provisions apply only to negotiated acquisitions:

(1) If an option has been priced under this solicitation and is to be exercised at time of award of the basic contract, the submission of certified cost or pricing data shall be required prior to award where the combined dollar value of the basic contract and option exceeds \$500,000, unless an exemption thereto is appropriate in accordance with FAR 15.403-1.

(2) Prior to the award of any contract which will contain one or more priced options totaling \$500,000 or more, the submission of certified cost or pricing data covering the basic contract and the option(s) shall be required regardless of when the option(s) may be exercised, unless an exemption thereto is appropriate in accordance with FAR 15.403-1.

52.219-16 LIQUIDATED DAMAGES-SUBCONTRACTING PLAN (JAN 1999)

(a) "Failure to make a good faith effort to comply with the subcontracting plan", as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting

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Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled, Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

52.233-9000 AGENCY PROTESTS (SEP 1996) DLAD

Companies protesting this procurement may file a protest 1) with the Contracting Officer, or 2) with the General Accounting Office, or 3) pursuant to Executive Order 12979, with the activity for a decision at a level above the Contracting Officer, but should clearly state that they are an "Agency Level Protest under Executive Order 12979". The Contracting Officer will forward the protest to the appropriate official for decision. (This process allows for a higher level decision, on the initial protest; it is not a review of a contracting officer's decision on a protest filed with the contracting officer). Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the Contracting Officer.

52.233-9001 DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (JUN 2001) DLAD

(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR 52.233-1), or, for the Agency, by the contracting officer, and approved at a level above the contracting officer after consultation with the ADR Specialist and with legal counsel (see DLA Directive 5145.1). Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.

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(c) If you wish to opt out of this clause, check here []. Alternate wording may be negotiated with the contracting officer.

**52.246-9P29 ADMINISTRATIVE COST TO THE GOVERNMENT IN
PROCESSING CONTRACT MODIFICATIONS (JAN 1992) DPSC**

Where contract modifications are issued solely for the benefit of the contractor, e.g. acceptance of nonconforming supplies or change in place of performance or delivery, the sum of \$100 (the Government's administrative cost to process the modification) shall be obtained from the contractor in addition to any other monetary consideration.

52.246-9P31 SANITARY CONDITIONS (JAN 1998) DSCP

(a) Food Establishments.

(1) Establishments furnishing food items under DSCP contracts are subject to approval by the Military Medical Service or another agency acceptable to the Military Medical Service. The Government does not intend to make any award for, nor accept, any subsistence products manufactured or processed in a plant which is operating under such unsanitary conditions as may lead to product contamination or constitute a health hazard, or which has not been listed in an appropriate Government directory as a sanitarily approved establishment when required. Accordingly, the supplier agrees that, except as indicated in paragraphs (2) and (3) below, products furnished as a result of this contract will originate only in establishments listed in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement," published by the US Army Veterinary Command. Suppliers also agree to inform the contracting officer immediately upon notification that a manufacturing plant is no longer sanitarily approved and/or deleted from another agency's listing, as indicated in paragraph (2) below. The contracting officer will also be notified when sanitary approval is regained and listing is reinstated.

(2) Establishments furnishing the products listed below and appearing in the publications indicated need not be listed in the "Directory of Sanitarily Approved Food Establishments."

(i) Meat and meat products and poultry and poultry products from establishments which are currently listed in the "Meat and Poultry Inspection Directory," published by the Meat and Poultry Inspection Program, AMS, USDA. The item, to be acceptable, shall, on delivery bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the Agency.

(ii) Meat and meat products for direct delivery to military installations within the same state may be supplied when the items are processed under

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state inspection in establishments certified by the USDA as being equal to Federal meat inspection requirements.

(iii) Poultry, poultry products, and shell eggs from establishments listed in the “List of Plants Operating under USDA Poultry and Egg Grading Programs,” published by Poultry Programs, Grading Branch, AMS, USDA. Egg products (liquid, dehydrated) from establishments listed in the “Meat and Poultry Directory” published by the Food Safety Inspection Service. All products, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the Agency.

(iv) Fish and fishery products from establishments listed in the “Approved List-Sanitary Inspected Fish Establishments,” published by the U.S. Department of Commerce, National Oceanic and Atmospheric Administration, National Marine Fisheries Service.

(v) Milk and milk products from plants having a pasteurization plant compliance rating of 90 or more, as certified by a State milk sanitation rating officer and listed in “Sanitation Compliance and Enforcement Ratings of Interstate Milk Shippers,” published by the U.S. Public Health Service. These may serve as sources of pasteurized milk and milk products as defined in paragraph N, Section I, Part II of the “Grade ‘A’ Pasteurized Milk Ordinance, 1978 Recommendations of the US Public Health Service,” Public Health Service Publication No. 229.

(vi) “Dairy Plants Surveyed and Approved for USDA Grading Service,” published by Dairy Division, Grading Branch, AMS, USDA.

(vii) Oysters, clams, and mussels from plants listed in the “Interstate Certified Shellfish Shippers Lists,” published by the US Public Health Service.

(3) Establishments furnishing the following products are exempt from appearing in the “Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement,” or other publication, but will remain subject to inspection and approval by the Military Medical Service or by another inspection agency acceptable to the Military Medical Services:

(i) Fruits, vegetables and juices thereof

(ii) Special dietary foods and food specialty preparations (except animal products, unless such animal products are produced in establishments covered by paragraphs 2 (i), 2 (iii), or 2(iv) above).

(iii) Food oils and fats (except animal products, unless such animal products are produced in establishments covered by paragraph 2 (i), 2 (iii), or 2(iv) above).

(iv) Foreign establishments whose prepackaged finished items are imported by distributors or brokers into the United States as brand name items and then sold to Armed Forces procurement agencies for commissary store resale.

(4) Subsistence items, other than those exempt from listing in the US Army Veterinary Command “Directory of Sanitarily Approved Food Establishments for

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Armed Forces Procurement,” bearing labels reading “Distributed by,” etc., are not acceptable unless the source of manufacturing/processing is indicated on the label or on accompanying shipment documentation.

(5) When the Military Medical Service or other inspection agency acceptable to the Military Medical Service determines that the sanitary conditions of the establishment or its products have or may lead to product contamination, the contracting officer will suspend the work until such conditions are remedied to the satisfaction of the appropriate inspection agency. Suspension of the work shall not extend the life of the contract, nor shall it be considered sufficient cause for the contractor to request an extension of any delivery date. In the event the contractor fails to correct such objectionable conditions within the time specified by the contracting officer, the Government shall have the right to terminate the contract in accordance with the “Default” clause of the contract.

(b) Delivery Conveyances - The supplies delivered under this contract shall be transported in delivery conveyances maintained to prevent contamination of the supplies, and if applicable, equipped to maintain any prescribed temperature. “(Semiperishable supplies shall be delivered in a non-refrigerated conveyance)”. The delivery conveyances shall be subject to inspection by the Government at all reasonable times and places. When the sanitary conditions of the delivery conveyance have led or may lead to product contamination, or they constitute a health hazard, or the delivery conveyance is not equipped to maintain prescribed temperatures, supplies tendered for acceptance may be rejected without further inspection.

52.246-9P32 FEDERAL FOOD, DRUG AND COSMETIC ACT-WHOLESOME MEAT ACT (JAN 1992) DSCP

(a) The contractor warrants that the supplies delivered under this contract comply with the Federal Food, Drug and Cosmetic Act and the Wholesome Meat Act, and regulations thereunder. This warranty will apply regardless of whether or not the supplies have been:

- (1) Shipped in interstate commerce,
- (2) Seized under either act or inspected by the Food and Drug Administration or Department of Agriculture.
- (3) Inspected, accepted, paid for or consumed, or any or all of these, provided however, that the supplies are not required to comply with requirements of said acts and regulations thereunder when a specific paragraph of the applicable specification directs otherwise and the supplies are being contracted for military rations, not for resale.

(b) The government shall have six months from the date of delivery of the supplies to the government within which to discover a breach of this warranty. Notwithstanding the time at which such breach is discovered, the right is reserved to give notice of breach of this warranty at any time within such applicable period or within 30 days after expiration of such period, and any such notice shall preserve the rights and remedies provided herein.

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(c) Within a reasonable time after notice to the contractor of breach of this warranty, the government may, at its election:

(1) Retain all or part of the supplies and recover from the contractor, or deduct from the contract price, a sum determined to be equitable under the circumstances;

(2) Return or offer to return all or part of the supplies to the contractor in place and recover the contract price and transportation, handling, inspection and storage deduction or recovery provided herein shall be a dispute of a question of fact within the meaning of the clause of this contract entitled "disputes".

(d) The rights and remedies provided by this clause shall not be exclusive and are in addition to other rights and remedies provided by law or under this contract, nor shall pursuit of a remedy herein or by law either jointly, severally or alternatively, whether simultaneously or at different times, constitute an election of remedies.

52.247-34 F.O.B. DESTINATION (NOV 1991)

(a) The term "f.o.b. destination," as used in this clause, means--

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall--

(1)(i) Pack and mark the shipment to comply with contract specifications; or (ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring

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before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.procregs.hq.dla.mil/icps.htm>.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.procregs.hq.dla.mil/icps.htm>.

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001) DFARS**(a) Definitions.**

As used in this clause--

(1) "Central Contractor Registration (CCR) database" means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) "Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) "Registered in the CCR database" means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR

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database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

END OF SOLICITATION SP0300-03-R-4010 – 7 ATTACHMENTS FOLLOW

ATTACHMENT 1

EDI Implementation Guidelines for Subsistence Market Ready Bakery Products for Guam

May 1, 1998
STORES

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Section 1.0 General Information

1.1 Contacts

Contact For	Name	Phone Number
DSCP System (STORES)	Tom Tarpey	(215) 737-4507
EDI Information	DoD Elec Comm Info Ctr	(800) 334-3414
EDI Information	Elec Comm Regional Ctr	http://www.saecrc.org
EDI Technical Support	Karen Conroy-Hegarty	(215) 737-7550
Network Technical Support	Jordan Henderson	(937) 656-3804
DAASC Technical Support	Hotline Desk	(513) 296-5914
Vendor Coordination	James Skedzielewski	(215) 737-46322
STORES Technical Support	STORES Help Desk	(800) 655-7928

1.2 EDI - How It Works

Orders are generated on a regular basis by the customer's requisition systems or keyed in by the customer and sent electronically to the vendor. The order data is passed through EDI translation software where it is converted into a standard structured format and a file is generated for the vendor. The system which performs this translation and transmission from the military customer's ordering point is the Subsistence Total Ordering and Receipting Electronic System (STORES).

Purchase orders are transmitted electronically to a network on a daily basis. The customer may order more than once a day. The network processes the files into the vendor's mailbox where the orders are held awaiting pick-up by the vendor. Replies are sent to the network by vendors to acknowledge that the transmission was received. These acknowledgments are picked up later by each customer's system. Each party communicates with the network which greatly simplifies the process.

When the network delivery to the vendor is complete, optimal use of the data by the vendor will be achieved when the vendor converts the purchase order data from the standard transmission format into their own internal format. Vendor processing can then occur without having to key the purchase order data.

Vendors provide initial and updated catalog item and price data via EDI. This data is transmitted to the Defense Supply Center Philadelphia (DSCP) and not directly to the customer.

1.3 Parties Involved

Orders to be sent via EDI are determined by the customer's purchasing locations at the military base. These locations can be a dining facility, warehouse, depot, hospital, ship, child care center, or other facility. The purchasing locations are determined by the needs of the customer.

It is assumed that the participating vendor will handle via one EDI communication point all customer orders for any location within the contract geographical area. Other vendor or distributor's participation levels may be negotiable, and should be discussed with the DSCP EDI Coordinator.

1.4 Transaction Sets

When the customer sends the 850 Purchase Order to the vendor, a summary transaction is also sent to DSCP via EDI. This summary transaction contains only a total purchase order dollar amount and number of food items ordered. When the customer receives the goods ordered, quantities received are recorded using the STORES system. Once the receipts are approved and released, the 861 Receipt transaction set is used to send the details to DSCP. Vendors may receive copies of the 861 Receipt if desired.

Customers will not issue order cancellations via EDI. Vendors will not directly notify the customer of price changes, term changes, or deletions. The vendor sends this information via EDI to DSCP via the 832 Catalog transaction set. Once the appropriate updates are completed on the STORES MIS catalog, DSCP will send the 832 transaction set to all customers with the updated catalog information.

The EDI transaction sets are described in detail in later sections of this guideline. Vendors must be able to support the 850 Purchase Order, 832 Catalog, 997 Functional Acknowledgment, and, if desired, the 861 Receipt.

1.5 Software

All DSCP customers will be using the same EDI software and network to transmit orders. A standard system will be installed at all the participating military bases. Standard procedures have been implemented to ensure the distributed operations can be controlled and maintained from the central site in Philadelphia.

The vendor may select any software that supports the transaction sets currently traded and any sets that may be traded in the future.

1.6 Networks

Networks are used as a clearinghouse for all transmissions. Sending and receiving parties may work independently of each other by letting the network handle problems such as storage, communication incompatibilities, scheduling and retransmission.

DSCP pays the network charges for delivery of the customer's documents to the network.

The vendor will pay the charges for delivery of the customer's documents from the network to the vendor's system. Vendors may access the network by various means. Access may be via dial-up modem or via an Internet utility.

Various means of carrying data among the customers, vendors, and DSCP are being considered at this point. Toll-free 1-800 lines will not be used overseas. Vendors will need to rely on other means of accessing STORES. One of the most likely scenarios uses the Internet to pass and receive transactions. This may require that the vendor use an Internet service provider to access STORES.

1.7 Standards

DSCP subscribes to the American National Standards Institute (ANSI) X12 standards. The version supported in the purchase order transaction set is Version 3 Release 4 Subrelease 2. Version 3060 may also be supported in future releases of STORES. ANSI X12 documentation may be obtained from:

EDI Support Services, Inc.
PO Box 203
Chardon, Ohio 44024
1-800-334-4912

Once a new version of standards has been adopted and documented, DSCP will evaluate the changes to determine the impact to the system. DSCP will progress to a new version of the standards as needs justify.

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In such instances, the old version of the standards will continue to be supported as long as seems practical and necessary.

When it is necessary to convert to a new version of standards, DSCP will contact all trading partners and will furnish the date when DSCP will be prepared to transmit and receive messages in the new format. Appropriate document layouts will also be furnished. Arrangements can be made through the DSCP EDI Coordinator to conduct a test transmission using the new version of standards.

Section 2.0 Trading Partner Setup

2.1 Legal

Before DSCP customers can progress from test to production mode with the purchase order transaction, an Electronic Purchase Agreement (EPA) should be ratified. An EPA is a contract between the vendor and DSCP to send and receive documents electronically and in no way interferes with the contract, general purchase agreement or Purchase order terms.

2.2 Phase I - Sample Test File

During the Sample Test Phase generic purchase orders will be sent to vendors to ensure capability of receiving the customer's orders. Similarly, catalog files will be sent from the vendor to DSCP to test catalog transmission. Verbal notification is given to indicate successful sends and receives.

Section 3.0 Production Procedures

3.1 Outgoing Transmission Schedule

Currently, DSCP customers will only be transmitting outbound 850 purchase orders. Vendors will respond to 850 purchase orders with a 997 functional acknowledgment. Vendors will also send 832 Catalog transaction sets to DSCP. Additional transaction sets may be implemented at a future date. At that time the DSCP EDI coordinator will notify the customer and vendor with the appropriate information. DSCP customers and vendors have access to the network at any time. There is a scheduled batch process at DSCP which begins at 6:00 p.m. EST/EDT each day. Transactions received in Philadelphia, PA after that time will not be processed until the next day. Network overhead should be taken into account; allow 15 to 60 minutes depending on network traffic.

3.2 Verification of Transmission

DSCP customers expect the vendor to send a Functional Acknowledgment upon receiving an order transmission. Most systems can be programmed to send these automatically.

3.3 Problem Recovery During Production

During test mode, transmission problems are generally not recovered. After moving into production mode, delays, omissions, duplicates or any other type of error have to be addressed promptly. In the unlikely event that a delay lasts three days or longer, the DSCP customer will contact the vendor concerning the need to transmit hardcopy orders.

If the Interchange Control Number (ISA13 element) is received more than once, the vendor should not process the duplicate transmission. Although the DSCP standard software has the constraints to prevent sending out duplicate purchase orders, the vendor may still need to consider making a software check for purchase order numbers that may be inadvertently sent more than once.

It is DSCP's intent to successfully deliver data to the network for each vendor on each scheduled day. If the customer is unable to accomplish this by the agreed upon time, the customer will attempt to complete the delivery by no later than the next scheduled transmission. If the customer is reasonably confident of resolving the problem within that 24 hour period, there is no need to contact the receiving party.

If communications with the network fail due to a problem which is not corrected by the next scheduled transmission, the party experiencing the problem should evaluate the situation as soon as possible and discuss it with the other party. If a hardware or software problem appears to be of a magnitude to extend for more than three scheduled transmissions, an alternative means of communication may need to be chosen. Such situations will have to be evaluated on an individual basis to determine the proper corrective action. If it is necessary to start conventional communications again, both parties should reestablish EDI as soon as possible for all subsequent messages.

The DSCP STORES Help Desk or DSCP Account Manager should be promptly contacted with operational concerns related to purchase order transactions.

Section 4.0 EDI Transaction Sets

Receipts – Outbound X12 861 Transaction Set, Version 3040 – See Attachment 2

Orders – Outbound X12850 Transaction, Version 3040 – See Attachment 3

Catalog – Vendor to DSCP –832 Transaction Set - See Attachment 4

Electronic Invoice – 810 Transaction Set, Version 3050 – See Attachment 5

ATTACHMENT 2

861VEN Outbound X12 861 Transaction Set, Version 3040

Status of Map: Unchanged

Description of the Purpose of this Map:

This outbound map is used for acknowledgment of all goods received, sent to vendor.

Process: Receipts

Explanation of the Example:

Illustrates typical semantic and syntactical structure for this implementation of the 861 transaction set. Bold elements indicate hard-coded values and regular (non-bold) elements contain corresponding field names for the STORES tables and fields.

Explanation of the Diagram:

Illustrates semantic and syntactical structure of ANSI ASC X12 control segments for the implementation of this transaction set. These include the Interchange Control Header/Trailer (ISA/IEA), Functional Group Header/Trailer (GS/GE) and Transaction Set Header/Trailer (ST/SE).

General:

This matrix associates X12 data elements (and their attributes according to the 3040 standards) to the STORES NT v2.3 database tables/fields and, if applicable, to the SPVI MIS database tables/fields.

Table 1 861VEN Transaction Set (receipt to EDI Vendor)

ISA – Interchange Control Header

Reference #	Element #	X12 Name	How Used	M/O	Type	Length	SPVI MIS Table.Data Element	STORES NT Table.Data Element
01	I01	Authorization Information Qualifier	“00”	M	ID	2/2	NA	NA
02	I02	Authorization Information	Blank	M	AN	10/10	NA	NA
03	I03	Security Information Qualifier	“00”	M	ID	2/2	NA	NA
04	I04	Security Information	Blank	M	AN	10/10	NA	NA
05	I05	Interchange ID Qualifier	“ZZ” = Mutually defined	M	ID	2/2	NA	WIXSET.IDQUAL
06	I06	Interchange Sender ID	LAP DoDAAC	M	AN	15/15	NA	WIXSET.IDCODE
07	I05	Interchange ID Qualifier	Vendor’s ID qualifier	M	ID	2/2	NA	TP.IDQUAL
08	I07	Interchange Receiver ID	Vendor ID	M	AN	15/15	NA	TP.IDCODE
09	I08	Interchange Date	Date of transmission	M	DT	6/6	NA	NA
10	I09	Interchange Time	Time of transmission	M	TM	4/4	NA	NA
11	I10	Interchange Control Standards Identifier	“U” = U.S. EDI Community	M	ID	1/1	NA	NA
12	I11	Interchange Control Version Number	“00200” = assigned value	M	ID	5/5	NA	TRADSTAT.ISA_TYPE
13	I12	Interchange Control Number	Control Number (matches IEA below)	M	N0	9/9	NA	NA
14	I13	Acknowledgement Requested	“0” = No acknowledgement requested	M	ID	1/1	NA	NA
15	I14	Usage Indicator	“P” = Production data	M	ID	1/1	NA	NA
16	I15	Component Element Separator	“>”	M	AN	1/1	NA	TP.SUB_DELMIT

GS – Functional Group Header

Reference #	Element #	X12 Name	How Used	M/O	Type	Length	SPVI MIS Table.Data Element	STORES NT Table.Data Element
01	479	Functional Identifier Code	“RC” = Receiving Advice/Acceptance Certificate	M	ID	2/2	NA	NA
02	142	Application Sender’s Code	LAP DoDAAC	M	AN	2/15	NA	WIXSET.GSID
03	124	Application Receiver’s Code	Vendor ID	M	AN	2/15	NA	TP.GSID
04	373	Date	Date of transmission	M	DT	6/6	NA	NA
05	337	Time	Time of transmission	M	TM	4/8	NA	NA
06	28	Group Control Number	Control Number (matches GE below)	M	N0	1/9	NA	NA
07	455	Responsible Agency Code	“X” = X12	M	ID	1/2	NA	NA
08	480	Version/Release/ Industry/Identifier Code	EDI X12 Version (003040)	M	AN	1/12	NA	NA

ST – Transaction Set Header

Reference #	Element #	X12 Name	How Used	M/O	Type	Length	SPVI MIS Table.Data Element	STORES NT Table.Data Element
01	143	Transaction Set Identifier Code	“861”	M	ID	3/3	NA	NA
02	329	Transaction Set Control Number	Control Number (matches SE below)	M	AN	4/9	NA	NA

BRA – Beginning Segment for Receiving Advice or Acceptance

Reference #	Element #	X12 Name	How Used	M/O	Type	Length	SPVI MIS Table.Data Element	STORES NT Table.Data Element
01	127	Reference Number	PON	M	AN	1/30	NA	Prime_Vendor_Receipt. purchase_order_number
02	373	Date	System Date	M	DT	6/6	NA	NA
03	353	Transaction Set Purpose Code	“00” = Original	M	ID	2/2	NA	NA
04	962	Receiving Advice or Acceptance Certificate Type Code	“1” = Receiving Dock Advice	M	ID	1/1	NA	NA

REF – Reference Numbers

Reference #	Element #	X12 Name	How Used	M/O	Type	Length	SPVI MIS Table.Data Element	STORES NT Table.Data Element
01	128	Reference Number Qualifier	“1I” = DOD ID Code	M	ID	2/2	NA	NA
02	127	Reference Number	Call Number	M	AN	1/30	NA	Prime_Vendor_Receipt. .call_number

REF – Reference Numbers

Reference #	Element #	X12 Name	How Used	M/O	Type	Length	SPVI MIS Table.Data Element	STORES NT Table.Data Element
01	128	Reference Number Qualifier	“CT” = Contract number	M	ID	2/2	NA	NA
02	127	Reference Number	Contract Number	M	AN	1/30	NA	Prime_Vendor_Receipt. .contract_number

DTM – Date/Time Reference

Reference #	Element #	X12 Name	How Used	M/O	Type	Length	SPVI MIS Table.Data Element	STORES NT Table.Data Element
01	374	Date/Time Qualifier	“002” = Delivery Requested	M	ID	3/3	NA	NA
02	373	Date	Required Delivery Date	M	DT	6/6	NA	Prime_Vendor_Receipt. .required_delivery_date

N1 – Name

Reference #	Element #	X12 Name	How Used	M/O	Type	Length	SPVI MIS Table.Data Element	STORES NT Table.Data Element
01	98	Entity Identifier Code	“ST” = Ship To	M	ID	2/2	NA	NA
02	93	Name	Ship to DODAAC	M	AN	1/35	NA	Prime_Vendor_Receipt. .ship_to_dodaac
03	66	Identification Code Qualifier	“10” = DODAAC	M	ID	2/2	NA	NA
04	67	Identification Code	Supplemental DODAAC	M	AN	2/17	NA	Prime_Vendor_Receipt. .supplement_dodaac

RCD – Receiving Conditions

Reference #	Element #	X12 Name	How Used	M/O	Type	Length	SPVI MIS Table.Data Element	STORES NT Table.Data Element
01	350	Assigned Identification	Line number	O	AN	1/11	NA	Prime_Vendor_Receipt. .line_number
02	663	Quantity of Units Received or Accepted	Quantity received	M	R	1/9	NA	Prime_Vendor_Receipt. .quantity_received
03	355	Unit or Basis for Measurement Code	“ZZ” = mutually defined	M	ID	2/2	NA	NA
04	664	Quantity Units Returned	STORES version	X	R	1/9	NA	Prime_Vendor_Receipt. .stores_version
05	355	Unit or Basis for Measurement Code	“ZZ” = mutually defined	M	ID	2/2	NA	NA
06	667	Quantity in Question	Quantity Ordered	X	R	1/9	NA	Prime_Vendor_Receipt. .quantity_ordered

LIN – Item Identification

Reference #	Element #	X12 Name	How Used	M/O	Type	Length	SPVI MIS Table.Data Element	STORES NT Table.Data Element
01	350	Assigned Identification	Line number	O	AN	1/11	NA	Prime_Vendor_Receipt. .line_number
02	235	Product/Service ID Qualifier	“A4” = Subsistence Identification Number	M	ID	2/2	NA	NA
03	234	Product/Service ID	Stock Number	M	AN	1/40	NA	Prime_Vendor_Receipt. .stock_number

REF – Reference Numbers

Reference #	Element #	X12 Name	How Used	M/O	Type	Length	SPVI MIS Table.Data Element	STORES NT Table.Data Element
01	128	Reference Number Qualifier	“T4” = Signal Code	M	ID	2/2	NA	NA
02	127	Reference Number	Signal Code	M	AN	1/30	NA	Prime_Vendor_Receipt. .signal_code

REF – Reference Numbers

Reference #	Element #	X12 Name	How Used	M/O	Type	Length	SPVI MIS Table.Data Element	STORES NT Table.Data Element
01	128	Reference Number Qualifier	“FU” = Fund Code	M	ID	2/2	NA	NA
02	127	Reference Number	Fund Code	M	AN	1/30	NA	Prime_Vendor_Receipt. .funding_code

REF – Reference Numbers

Reference #	Element #	X12 Name	How Used	M/O	Type	Length	SPVI MIS Table.Data Element	STORES NT Table.Data Element
01	128	Reference Number Qualifier	“ZZ” = mutually defined	M	ID	2/2	NA	NA
02	127	Reference Number	Document Code	M	AN	1/30	NA	Prime_Vendor_Receipt. .document_number

CTT – Transaction Totals

Reference #	Element #	X12 Name	How Used	M/O	Type	Length	SPVI MIS Table.Data Element	STORES NT Table.Data Element
01	354	Number of Line Items	Total items per PO	M	N0	1/6	NA	Prime_Vendor_Receipt. .total_items_per_rcpt
02	347	Hash Total	Total dollar value per PO	O	R	1/10	NA	Prime_Vendor_Receipt. .total_dollars_per_rcpt

SE- Transaction Set Trailer

Reference #	Element #	X12 Name	How Used	M/O	Type	Length	SPVI MIS Table.Data Element	STORES NT Table.Data Element
01	96	Number of Included Segments	Number of Segments	M	N0	1/10	NA	NA
02	329	Transaction Set Control Number	Control Number (matches ST above)	M	AN	4/9	NA	NA

GE – Functional Group Trailer

Reference #	Element #	X12 Name	How Used	M/O	Type	Length	SPVI MIS Table.Data Element	STORES NT Table.Data Element
01	97	Number of Transaction Sets Included	Number of Transaction Sets	M	N0	1/6	NA	NA
02	28	Group Control Number	Control Number (matches GS above)	M	N0	1/9	NA	NA

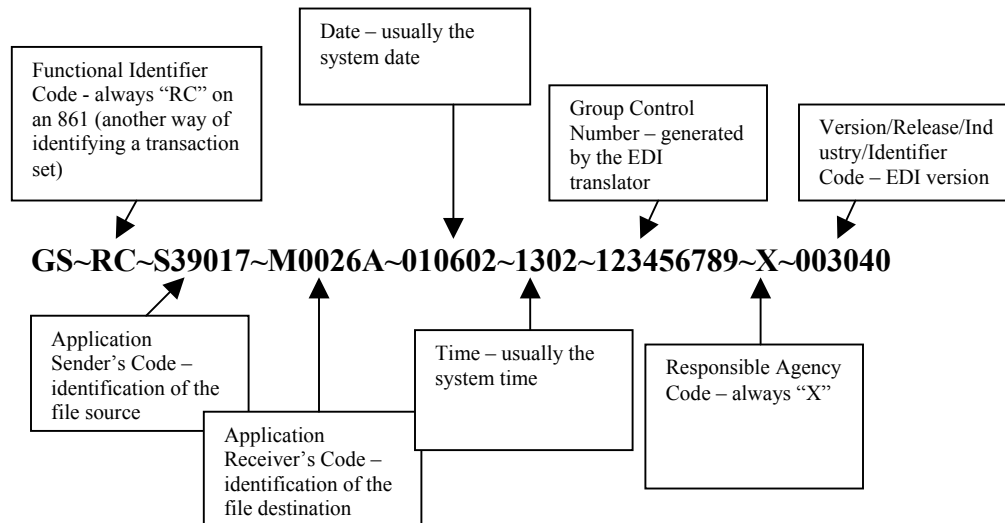
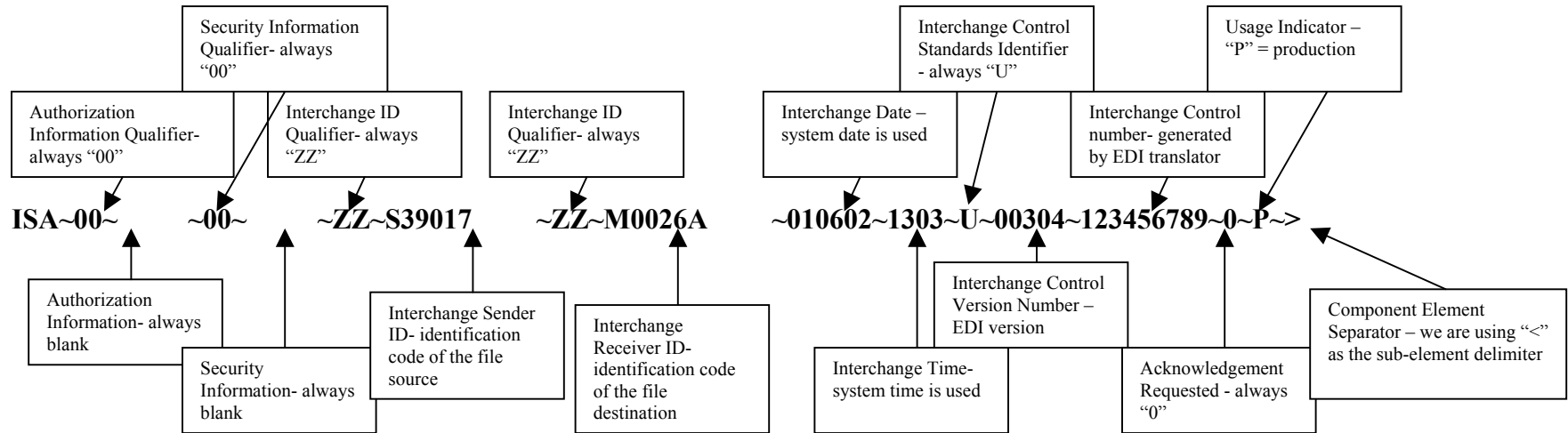
IEA – Interchange Control Trailer

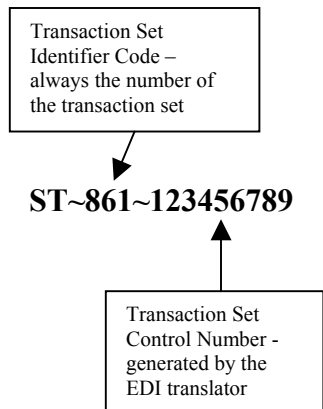
Reference #	Element #	X12 Name	How Used	M/O	Type	Length	SPVI MIS Table.Data Element	STORES NT Table.Data Element
01	I16	Number of Included Functional Groups	Number of Groups	M	N0	1/5	NA	NA
02	I12	Interchange Control Number	Control Number (matches ISA above)	M	N0	9/9	NA	NA

EXAMPLE

ISA~00~ ~00~ ~ZZ~M0026A ~ZZ~Vendor ID ~010730~1003~U~00200~000456789~0~P~>
GS~RC~M0026A~Vendor ID~010730~1003~123456789~X~003040
ST~861~0001
BRA~purchase_order_number~010730~00~1
REF~1I~call_number
REF~CT~contract_number
DTM~002~required_delivery_date
N1~ST~ship_to_dodaac~10~supplement_dodaac
RCD~line_number~quantity_received~ZZ~stores_version~ZZ~quantity_ordered
LIN~line_number~A4~stock_number
REF~T4~signal_code
REF~FU~funding_code
REF~ZZ~document_number
CTT~total_items_per_rcpt~total_dollars_per_rcpt
SE~13~0001
GE~1~123456789
IEA~1~000456789

Standard header segments for an interchange





Transaction Set Body (varies by transaction set)

The following segments depict the database elements for the 861VEN map. The segment name & qualifiers are bolded. They are constant values. The data elements are from the STORES NT database and are shown in the correct location.

BRA~purchase_order_number~**010730**~**00**~**1**

REF~**1I**~call_number

REF~**CT**~contract_number

DTM~**002**~required_delivery_date

N1~**ST**~ship_to_dodaac~**10**~supplement_dodaac

RCD~line_number~quantity_received~**ZZ**~stores_version~**ZZ**~quantity_ordered

LIN~line_number~**A4**~stock_number

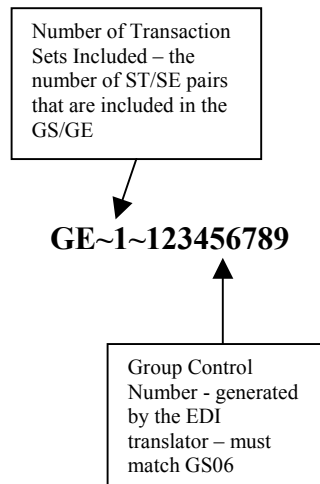
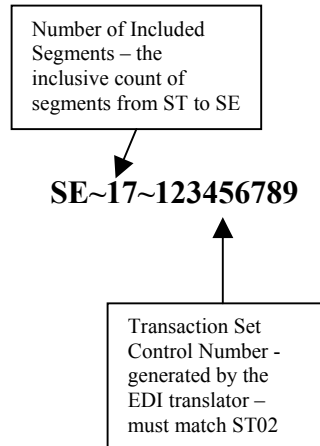
REF~**T4**~signal_code

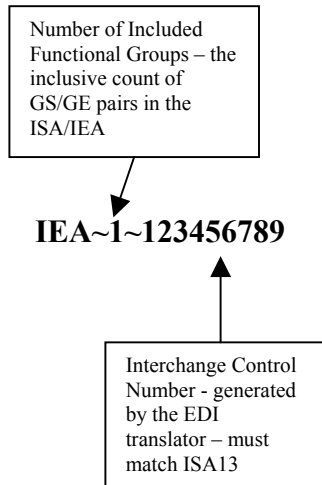
REF~**FU**~funding_code

REF~**ZZ**~document_number

CTT~total_items_per_rcpt~total_dollars_per_rcpt

Standard trailer segments for an interchange





ATTACHMENT 3

850VEN

Outbound X12 850 Transaction, Version 3040

Description of the Purpose of this Map:

This outbound map is for a detailed purchase order sent to a prime vendor.

Process: Orders

Explanation of the Example:

Illustrates typical semantic and syntactical structure for this implementation of the 850 transaction set. Bold elements indicate hard-coded values and regular (non-bold) elements contain corresponding field names for the STORES tables and fields.

Explanation of the Diagram:

Illustrates semantic and syntactical structure of ANSI ASC X12 control segments for the implementation of this transaction set. These include the Interchange Control Header/Trailer (ISA/IEA), Functional Group Header/Trailer (GS/GE) and Transaction Set Header/Trailer (ST/SE).

General:

This matrix associates X12 data elements (and their attributes according to the 3040 standards) to the STORES NT v2.3 database tables/fields and, if applicable, to the SPVI MIS database tables/fields.

Table 1 850VEN Transaction Set (detailed order to vendor)

ISA – Interchange Control Header

Reference #	Element #	X12 Name	How Used	M/O	Type	Length	SPVI MIS Table.Data Element	STORES NT Table.Data Element
01	I01	Authorization Information Qualifier	“00”	M	ID	2/2	NA	NA
02	I02	Authorization Information	Blank	M	AN	10/10	NA	NA
03	I03	Security Information Qualifier	“00”	M	ID	2/2	NA	NA
04	I04	Security Information	Blank	M	AN	10/10	NA	NA
05	I05	Interchange ID Qualifier	“ZZ” = Mutually defined	M	ID	2/2	NA	WIXSET.IDQUAL
06	I06	Interchange Sender ID	LAP DoDAAC	M	AN	15/15	NA	WIXSET.IDCODE
07	I05	Interchange ID Qualifier	Vendor’s ID qualifier	M	ID	2/2	NA	TP.IDQUAL
08	I07	Interchange Receiver ID	Vendor ID	M	AN	15/15	NA	TP.IDCODE
09	I08	Interchange Date	Date of transmission	M	DT	6/6	NA	NA
10	I09	Interchange Time	Time of transmission	M	TM	4/4	NA	NA
11	I10	Interchange Control Standards Identifier	“U” = U.S. EDI Community	M	ID	1/1	NA	NA
12	I11	Interchange Control Version Number	“00200” = assigned value	M	ID	5/5	NA	TRADSTAT.ISA_TYPE
13	I12	Interchange Control Number	Control Number (matches IEA below)	M	N0	9/9	NA	NA
14	I13	Acknowledgement Requested	“0” = No acknowledgement requested	M	ID	1/1	NA	NA
15	I14	Usage Indicator	“P” = Production data	M	ID	1/1	NA	NA
16	I15	Component Element Separator	“>”	M	AN	1/1	NA	TP.SUB_DELMIT

GS – Functional Group Header

Reference #	Element #	X12 Name	How Used	M/O	Type	Length	SPVI MIS Table.Data Element	STORES NT Table.Data Element
01	479	Functional Identifier Code	“PO” = Purchase Order	M	ID	2/2	NA	NA
02	142	Application Sender’s Code	LAP DoDAAC	M	AN	2/15	NA	WIXSET.GSID
03	124	Application Receiver’s Code	Vendor ID	M	AN	2/15	NA	TP.GSID
04	373	Date	Date of transmission	M	DT	6/6	NA	NA
05	337	Time	Time of transmission	M	TM	4/8	NA	NA
06	28	Group Control Number	Control Number (matches GE below)	M	N0	1/9	NA	NA
07	455	Responsible Agency Code	“X” = X12	M	ID	1/2	NA	NA
08	480	Version/Release/ Industry/Identifier Code	EDI X12 Version (003040)	M	AN	1/12	NA	NA

ST – Transaction Set Header

Reference #	Element #	X12 Name	How Used	M/O	Type	Length	SPVI MIS Table.Data Element	STORES NT Table.Data Element
01	143	Transaction Set Identifier Code	“850”	M	ID	3/3	NA	NA
02	329	Transaction Set Control Number	Control Number (matches SE below)	M	AN	4/9	NA	NA

BEG – Beginning Segment for Purchase Order

Reference #	Element #	X12 Name	How Used	M/O	Type	Length	SPVI MIS Table.Data Element	STORES NT Table.Data Element
01	353	Transaction Set Purpose Code	“00” = Original	M	ID	2/2	NA	NA
02	92	Purchase Order Type Code	“NE” = New Order	M	ID	2/2	NA	NA
03	324	Purchase Order Number	Purchase Order Number	M	AN	1/22	NA	Orders_Ready_To_Send.purchase_order_number
04	328	Release Number	Call Number	O	AN	1/30	NA	Orders_Ready_To_Send.call_number
05	373	Date	Purchase Order Date	M	DT	6/6	NA	Orders_Ready_To_Send.purchase_order_date
06	367	Contract Number	Contract number	O	AN	1/30	NA	Orders_Ready_To_Send.contract_number

DTM – Date/Time Reference

Reference #	Element #	X12 Name	How Used	M/O	Type	Length	SPVI MIS Table.Data Element	STORES NT Table.Data Element
01	374	Date/Time Qualifier	“002” = Delivery Requested	M	ID	3/3	NA	NA
02	373	Date	Required Delivery Date	M	DT	6/6	NA	Orders_Ready_To_Send.required_delivery_date

N1 – Name

Reference #	Element #	X12 Name	How Used	M/O	Type	Length	SPVI MIS Table.Data Element	STORES NT Table.Data Element
01	98	Entity Identifier Code	“ST” = Ship To	M	ID	2/2	NA	NA
02	93	Name	NA	M	AN	1/35	NA	NA
03	66	Identification Code Qualifier	“10” = DODAAC	M	ID	2/2	NA	NA
04	67	Identification Code	Ship to DODAAC	M	AN	2/17	NA	Orders_Ready_To_ Send.ship_to_dodaac

N2 – Additional Name Information

Reference #	Element #	X12 Name	How Used	M/O	Type	Length	SPVI MIS Table.Data Element	STORES NT Table.Data Element
01	93	Name	Facility	M	AN	1/35	NA	Orders_Ready_To_ Send.facility
02	93	Name	Building	O	AN	1/35	NA	Orders_Ready_To_ Send.building

N3 – Address Information

Reference #	Element #	X12 Name	How Used	M/O	Type	Length	SPVI MIS Table.Data Element	STORES NT Table.Data Element
01	166	Address Information	Address Line 1	M	AN	1/35	NA	Orders_Ready_To_ Send.address_line_1
02	166	Address Information	Address Line 2	M	AN	1/35	NA	Orders_Ready_To_ Send.address_line_2

N4 – Geographic Location

Reference #	Element #	X12 Name	How Used	M/O	Type	Length	SPVI MIS Table.Data Element	STORES NT Table.Data Element
01	19	City Name	City	O	AN	2/30	NA	Orders_Ready_To_ Send.city
02	156	State or Province Code	State	O	ID	2/2	NA	Orders_Ready_To_ Send.state
03	116	Postal Code	Zip	O	ID	3/11	NA	Orders_Ready_To_ Send.zip

PO1 – Baseline Item Data

Reference #	Element #	X12 Name	How Used	M/O	Type	Length	SPVI MIS Table.Data Element	STORES NT Table.Data Element
01	350	Assigned Identification	Line number	O	AN	1/11	NA	Orders_Ready_To_Send.line_number
02	330	Quantity Ordered	Quantity Ordered	M	R	1/9	NA	Orders_Ready_To_Send.quantity_ordered
03	355	Unit or Basis for Measurement Code	Unit of shipment	M	ID	2/2	NA	Orders_Ready_To_Send.unit_of_shipment
04	212	Unit Price	Vendor Price	X	R	1/17	NA	Orders_Ready_To_Send.vendor_price
05	639	Basis of Unit Price Code	Not used	O	ID	2/2	NA	NA
06	235	Product/Service ID Qualifier	“VP” = Vendor’s (Seller’s) Part Number	M	ID	2/2	NA	NA
07	234	Product/Service ID	Part number	X	AN	1/40	NA	Orders_Ready_To_Send.part_number
08	235	Product/Service ID Qualifier	“SW” = Stock Number	M	ID	2/2	NA	NA
09	234	Product/Service ID	Part number	X	AN	1/40	NA	Orders_Ready_To_Send.stock_number
10	235	Product/Service ID Qualifier	“ZZ” = Mutually Defined	M	ID	2/2	NA	NA
11	234	Product/Service ID	fic	X	AN	1/40	NA	Orders_Ready_To_Send.fic

PID – Product/Item Description

Reference #	Element #	X12 Name	How Used	M/O	Type	Length	SPVI MIS Table.Data Element	STORES NT Table.Data Element
01	349	Item Description Type	“F” = free-form	M	ID	1/1	NA	NA
02	750	Product/Process Characteristic Code	Not used	O	ID	2/3	NA	NA
03	559	Agency Qualifier Code	Not used	X	ID	2/2	NA	NA
04	751	Product Description Code	Not used	X	AN	1/12	NA	NA
05	352	Description	Item description	X	AN	1/80	NA	Orders_Ready_To_Send.item_description

CTT – Transaction Totals

Reference #	Element #	X12 Name	How Used	M/O	Type	Length	SPVI MIS Table.Data Element	STORES NT Table.Data Element
01	354	Number of Line Items	Total items per PO	M	N0	1/6	NA	Orders_Ready_To_Send. total_items_per_po
02	347	Hash Total	Total dollar value per PO	O	R	1/10	NA	Orders_Ready_To_Send. total_dollars_per_po

SE- Transaction Set Trailer

Reference #	Element #	X12 Name	How Used	M/O	Type	Length	SPVI MIS Table.Data Element	STORES NT Table.Data Element
01	96	Number of Included Segments	Number of Segments	M	N0	1/10	NA	NA
02	329	Transaction Set Control Number	Control Number (matches ST above)	M	AN	4/9	NA	NA

GE – Functional Group Trailer

Reference #	Element #	X12 Name	How Used	M/O	Type	Length	SPVI MIS Table.Data Element	STORES NT Table.Data Element
01	97	Number of Transaction Sets Included	Number of Transaction Sets	M	N0	1/6	NA	NA
02	28	Group Control Number	Control Number (matches GS above)	M	N0	1/9	NA	NA

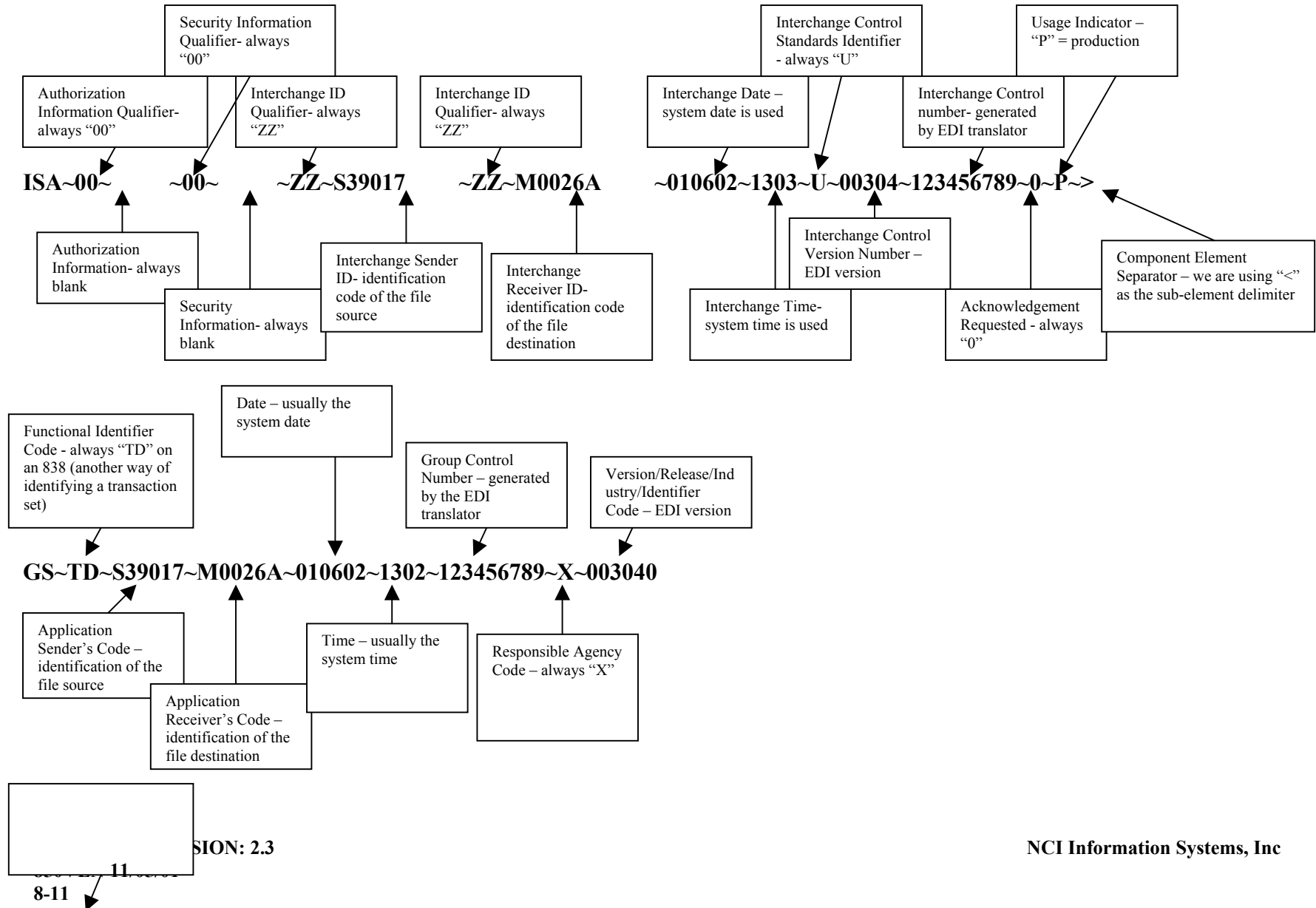
IEA – Interchange Control Trailer

Reference #	Element #	X12 Name	How Used	M/O	Type	Length	SPVI MIS Table.Data Element	STORES NT Table.Data Element
01	I16	Number of Included Functional Groups	Number of Groups	M	N0	1/5	NA	NA
02	I12	Interchange Control Number	Control Number (matches ISA above)	M	N0	9/9	NA	NA

EXAMPLE

ISA~00~ ~00~ ~ZZ~M0026A ~ZZ~Vendor ID ~010907~1036~U~00200~000456789~0~P~>
GS~PO~M0026A~Vendor ID~010907~1036~123456789~X~003040
ST~850~0001
BEG~00~NE~purchase_order_number~call_number~purchase_order_date~contract_number
DTM~002~required_delivery_date
N1~ST~10~ship_to_dodac
N2~facility~building
N3~address_line_1~address_line_2
N4~city~state~zip
PO1~line_number~quantity_ordered~unit_of_shipment~vendor_price~~VP~part_number~SW~stock_number~ZZ~fic
PID~F~~~~item_description
CTT~total_items_per_po~total_dollars_per_po
SE~13~0001
GE~1~123456789
IEA~1~000456789

Standard header segments for an interchange



ST~850~123456789



Transaction Set
Control Number -
generated by the
EDI translator

Transaction Set Body (varies by transaction set)

The following segments depict the database elements for the 850VEN map. The segment name & qualifiers are bolded. They are constant values. The data elements are from the STORES NT database and are shown in the correct location.

BEG~00~NE~purchase_order_number~call_number~purchase_order_date~contract_number

DTM~002~required_delivery_date

N1~ST~10~ship_to_dodacc

N2~facility~building

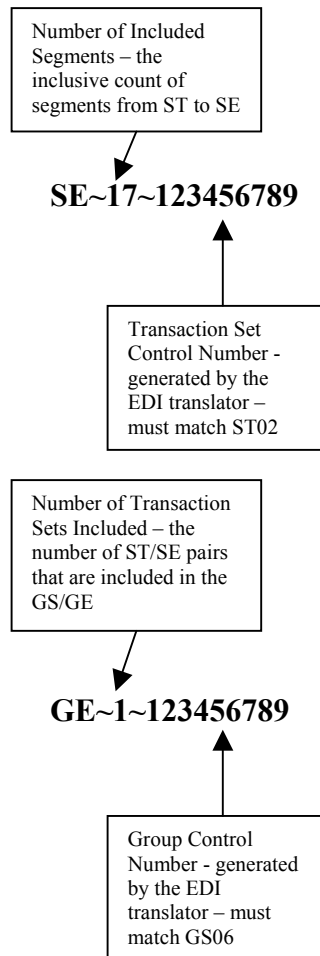
N3~address_line_1~address_line_2

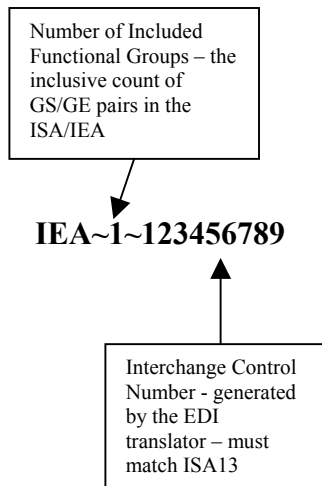
N4~city~state~zip

PO1~line_number~quantity_ordered~unit_of_shipment~vendor_price~~VP~part_number~SW~stock_number~ZZ~fic

PID~F~~~~item_description

Standard trailer segments for an interchange





ATTACHMENT 4

4.1 832 Catalog (Vendor to DPSC)

The 832 Catalog uses the standard EDI transaction set for the 832 Price/Sales Catalog. All food ordering sites will receive the 832 Catalog weekly. DSCP prepares and sends the catalog update information on Sunday night. DSCP customers will retrieve the new catalog on the following Monday morning. This 832 transaction set is referred to as the 832 Catalog (DSCP to Customers).

Once the vendor processes catalog updates, the vendor produces the cross reference details. This information is sent to DPSC via the 832 transaction set. This transaction set is referred to as the 832 Catalog (Vendor to DSCP) and is described below.

<i>Segment</i>	<i>Element</i>	<i>Value</i>	<i>Size</i>
ST Transaction Set Header	ST01	"832"	
	ST02	n/a	
BCT Beginning Segment for Price/sales Catalog	BCT01	"PC" - price catalog	
	BCT02	contract-number	13 AN
DTM Date/Time Reference	DTM01	"152" - effective date of change	
	DTM02	update-date	date
	DTM03	update-time (HHMMSS)	time
LIN Item Identification	LIN01	line-number	4 UI
	LIN02	"SW" - stock number	
	LIN03	stock-number	13 AN
	LIN04	"VP" - vendor part	
	LIN05	part-number	25 AN
	LIN06	"ZZ" - mutually defined to indicate the type of change	
	LIN07	update-indicator	1 AN
	LIN08	"ZZ" - mutually defined to indicate economic indicator	
	LIN09	economic indicator	2 AN
PID Product/Item Description	PID01	"F" - free form	
	PID02	"GEN" - general	
	PID03	n/a	
	PID04	n/a	
	PID05	DSCP item-description	80 AN
P04 Item Physical Detail	PO401	units-per-purchase-pack	4 UI

<i>Segment</i>	<i>Element</i>	<i>Value</i>	<i>Size</i>
	PO402	package-size	8 explicit decimal 2 “12345.78”
	PO403	package-unit-of-measure	2 AN
	PO404	packaging-code	5 AN
ITD Terms of Sale	ITD01	“16” - Prompt Payment Act	
	ITD02	n/a	
	ITD03	n/a	
	ITD04	n/a	
	ITD05	n/a	
	ITD06	n/a	
	ITD07	n/a	
	ITD08	n/a	
	ITD09	n/a	
	ITD10	n/a	
	ITD11	n/a	
	ITD12	Brand Name	40 AN
CTP Pricing Information	CTP01	n/a	
	CTP02	“STA” - standard price	
	CTP03	vendor-price	10 explicit decimal 2
	CTP04	n/a	
	CTP05	unit-of-measure	2 AN
	CTP06	“SEL” Price Multiplier Qualifier	3
	CTP07	ratio-numerator	4 UI
	CTP08	ratio-denominator	4 UI
CTT Transaction Totals	CTT01	total number of line items	4 UI
SE Transaction Set Trailer	SE01	number of included segments	
	SE02	transaction set control number	

June 1, 1999



1-30-2002

810 INVOICE VERSION 3050 FUNCTION GROUP=IN

ATTACHMENT 5

This Draft Standard for Trial Use contains the format and establishes the data contents of the Invoice. Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. The transaction set can be used to provide for customary and established business and industry practice relative to the billing for goods and services provided.

Prime Vendor(s) NOTE: Certain data segments will require data transmitted as it appears on the Purchase Order. **Reference page 1A.**

<u>TABLE 1</u>			
<u>POS NO</u>	<u>SEG ID</u>	<u>DESCRIPTION</u>	<u>REQ</u>
010	ST	Transaction Set Header	M
020	BIG	Beginning Segment for Invoice	M
<u>Loop I.D. – N1</u>			
070	N1	Name	O (M for DSCP)
110	REF	Reference Number	O (M for DSCP)
130	ITD	Terms of Sale	O
140	DTM	Date/Time Reference	O (M for DSCP)
<u>TABLE 2</u>			
010	IT1	Baseline Item Data (Invoice)	O (M for DSCP)
<u>TABLE 3</u>			
010	TDS	Total Monetary Value Summary	M
<u>Loop I.D. - SAC</u>			
040	SAC	Service, Charge Information	O
<u>Loop I.D. – ISS</u>			
070	CTT	Transaction Totals	O (M for DSCP)
080	SE	Transaction Set Trailer	M

The following information applies to PRIME VENDORS only!!

Baseline Item Data (IT1): PAGE 8.

1. Contract Line Item Number (CLIN): The very **“FIRST CLIN”** as it appears on the Purchase Order, **“MUST”** be transmitted in the IT101. Data is required in all IT1 segments.
 - a. If the **“FIRST CLIN”** was **“NOT”** delivered, the CLIN must still be transmitted in the IT101; and ZERO fill the quantity and price field(s).
 - b. This is Optional. If additional CLIN(s) on the same Purchase Order have not been delivered, data **“MAY”** be transmitted, but is not required.
2. Contract lines CLIN(s) must be transmitted in line sequence as shown on each Purchase Order.
3. Separate Transaction Headers (ST segments) are required for each Purchase Order invoiced.
4. Any **“new” CLINS/line items, (substituions & adds)** must appear as the **last line** on the invoice. Adds **“MUST”** start with CLIN number 9999AA, 9999AB. As Call date's change, 9999AA maybe recycled. **SEE EXAMPLES...**
 - a) SP030098D1234 063A = CLIN # 9999AA
063A = CLIN # 9999AB
063A = CLIN # 9999AC
 - b) SP030098D1234 064T = CLIN # 9999AA
064T = CLIN # 9999AB
064T = CLIN # 9999AC

Revised as of July 30, 1998.

1A

SEG ID	ST Transaction Set Header
POS NO	010
REQ DES	Mandatory
MAX USE	1

PURPOSE Indicates the start of transaction set and to assign a control number

DATA ELEMENT SUMMARY

REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
ST01	143	Transaction Set Identifier Code Code uniquely identifying a Transaction set. 810 X12.2 Invoice	M/Z	ID	3/3
ST02	329	Transaction Set Control Number Identifying control number that must be unique within the Transaction set functional group assigned by the originator For a transaction set	M	AN	4/9

NOTE:

The transaction set identifier (ST01) used by the translation routine of interchange partners to select the appropriate transaction set definition.
(e.g. 810 selects the invoice transaction set)

EXAMPLE

ST*810*000004110

SEG ID BIG Beginning Segment for Invoice

POS No 020

REQ DES Mandatory

MAX USE 1

PURPOSE Indicates the beginning of an invoice transaction set and to
Transmit identifying numbers and dates

DATA ELEMENT SUMMARY

REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
BIG01	373	Invoice Date (YYMMDD) * Date of the invoice		M/Z	DT 6/6

BIG02	76	Invoice Number Identifying number assigned by issuer	M	AN	1/8
BIG04	324	Contract Number (PIIN) SP030098D1234 0 = numeric zero		M	AN 13/13
BIG05	328	Release Number/Call (e.g. 063A)		M	AN 4/4
BIG07	640	Transaction Type Code DI= Debit Invoice	M	ID	2/2
BIG08	353	Transaction Set Purpose Code ZZ = Mutually Defined		M	ID 2/2
<p>NOTE: BIG04 - Do not transmit dashes or slashes BIG08 – Applied to Invoices for “PRIME VENDORS ONLY” ** Non-Prime Vendors do not use BIG08</p>					

EXAMPLE	
P.V. transmits	BIG*980303*DSCP1111**SP030098D1234*063A**DI*ZZ
Non P.V.	BIG*980303*DSCP1111**SP030098D1234*063A**DI

Loop Repeat 200

SEG ID N1 Loop ID
POS NO 070
REQ DES Optional (Mandatory for DSCP)
MAX USE 1

PURPOSE Identify a party by type of organization, name and code

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
N101	98	Entity Identifier Code ST = Ship To	M	ID	2/2
N102	93	Name (e.g. FT Sam Houston TX)	X	AN	1/35
N103	66	Identification Code Qualifier 10 = Dept of Defense Activity Address Code (DoDAAC)	X	ID	2/2
N104	67	Identification Code/DoDAAC (e.g. FT9068)	X	AN	6/6

EXAMPLE

N1*ST*FT SAM HOUSTON TX*10*FT9068

SEG ID REF Reference Number
POS NO 110
REQ DES Optional (Mandatory for DSCP)
MAX USE 12

PURPOSE Specify identifying numbers (DSCP-Purchase Order Number)

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
REF01	128	Reference I.D. Qualifier RQ = Purchase Requisition Number		M	ID 2/2
REF02	127	Reference I.D. / Purchase Order No. (e.g. FT906880631234)		X	AN 14/14

EXAMPLE

REF*RQ*FT906880631234

SEG ID ITD Terms of Sale
 POS NO 130
 REQ DES Optional ** See Note Below
 MAX USE >1

PURPOSE To specify terms of sale

DATA ELEMENT SUMMARY

REF	ELE ID	DESCRIPTION	REG	TYPE	LENGTH
ITD01	336	Terms Type Code 16 = Prompt Payment Act		O	ID 2/2
ITD03	338	Terms Discount Percent Terms discount percentage, expressed as A percent, available to the purchaser if an Invoice is paid on or before the terms days due (e.g. 2% = 00.020)		O	R3 1/6
ITD04	370	Terms Discount Due Date (YYMMDD)		O	DT 6/6
ITD05	351	Terms Discount Days Due Number of days in the terms discount period By which payment is due if terms discount is earned (e.g. 15 = 015)		X	N 3/3

NOTE:

Use only "IF" Contract Terms are better than current Contract Terms and Conditions in DSCP Contracts

EXAMPLE

ITD*16**00.020*980310*015
 Decimal uses one position in Length. Zero fill ITD03 and ITD05

SEG ID DTM Date/Time Reference
POS NO 140
REQ DES Optional (Mandatory for DSCP)
MAX USE 10

PURPOSE To specify pertinent dates and times

DATA ELEMENT SUMMARY

REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
DTM01	374	Date/Time Qualifier 011 = Shipped	M	ID	3/3
DTM02	373	Date (YYMMDD)	X	DT 6/6	

EXAMPLE

DTM*011*980301

PRIME VENDORS ONLY!!!(modified 1-30-2002)

Loop Repeat 200000

SEG ID IT1 Baseline Item Data (Invoice)
POS NO 010
REQ DES Optional (Mandatory for DSCP)**See Note Below
MAX USE 1

PURPOSE Specify the basic and most frequently used line item data
(CLIN level) for the invoice and related transactions

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
IT101	350	Assigned Identification Contract Line Item Number (CLIN) **(e.g. 0001)	O/Z	AN	4/6
IT102	358	Quantity Invoiced (e.g. 10 = 000000010)	X	N	1/9
IT103	355	Unit or Basic Measurement	X	ID	2/2
IT104	212	Price-extended CLIN \$\$ Amt *decimal uses one position length (e.g. 25.50 = 0000025.50)	X	R2	1/10
IT106	235	Product/Service I.D. Qualifier FS = National Stock Number	X	ID	2/2
IT107	234	Product/Service I.D. NSN (e.g. 891500E210123)	X	AN	13/13
IT108	235	Product/Service I.D. Qualifier ZZ = Mutually Defined	X	ID	2/2
IT109	234	Product/Service I.D. PV = Prime Vendor	X	AN	2/2
IT110	235	Product/service I.D. Qualifier VN=Vendor Code Qualifier	X	ID	2/2
IT111	234	Product/Service I.D. (e.g. 12345678)	X	AN	13/13
		<ul style="list-style-type: none">• This information is the Prime Vendors Part Number•			
NOTE: PRIME VENDORS ONLY::: Data required in all segments.					

EXAMPLE

IT1*0001 *10*CA**0000025.50**FS*891500E210123*ZZ*PV*VN *12345678

Refer to page 1A **“IF”** CLIN was **NOT shipped-** (e.g. zero fill quantity and price field)

NON-PRIME VENDORS ONLY!!!

Loop Repeat 200000

SEG ID IT1 Baseline Item Data (Invoice)
POS NO 010
REQ DES Optional (Mandatory for DSCP) ****See Note Below**
MAX USE 1

PURPOSE Specify the basic and most frequently used line item data
(CLIN level) for the invoice and related transactions

DATA ELEMENT SUMMARY					
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
IT101	350	Assigned Identification Contract Line Item Number (CLIN) (e.g. 0001)	O/Z	AN	4/6
IT102	358	Quantity Invoiced (e.g. 10 = 000000010)		X N	1/9
IT103	355	Unit or Basic Measurement	X	ID	2/2
IT104	212	Unit Price Amount *decimal uses one position length (e.g. 2.50 = 0000002.50)		X R2	1/10
IT106	235	Product/Service I.D. Qualifier FS = National Stock Number	X	ID	2/2
IT107	234	Product/Service I.D. (e.g. 891500E210123)		X AN	13/13
NOTE: NON PRIME VENDORS ONLY:::: Data required in all of the above segments. EXAMPLE					
IT1*0001 *10*CA*0000002.50*FS*891500E210123					

SEG ID TDS Total Monetary Value Summary
POS NO 010
REQ DES Mandatory
MAX USE 1

PURPOSE Specify the total dollar amount of the invoice

DATA ELEMENT SUMMARY

REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
TDS01	610	Amount of Total Invoice (e.g. 123.45 = 0000012345)		M	N2 1/10

EXAMPLE

TDS*0000012345

Loop Repeat 25

SEG ID SAC Service, Promotion, Allowance, or Charge Information
POS NO 040
REQ DES Optional
MAX USE 1

PURPOSE To request or identify a service, promotion, allowance, or charge

DATA ELEMENT SUMMARY

REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
SAC01	248	Allowance or Charge Indicator C = Charge	M/Z	ID	1/1
SAC05	610	Total Amount of Service (e.g. 30.50 = 0000003050)	O/Z	N2	1/10

EXAMPLE

SAC*C****0000003050

SEG ID CTT Transaction Totals
POS NO 070
REQ DES Optional (Mandatory for DSCP)
MAX USE 1

PURPOSE To transmit a hash total for a specific element in
 The transaction set

DATA ELEMENT SUMMARY

REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
CTT01	354	Number of CLIN Line Items Invoiced	M	No	1/6

EXAMPLE

CTT*125

SEG ID SE Transaction Set Trailer
POS NO 080
REQ DES Mandatory
MAX USE 1

PURPOSE Indicates the end of the transaction set and provide the count of the
Transmitted segments (including the beginning (ST) and ending
(SE) segments)

DATA ELEMENT SUMMARY

REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
SE01	96	Number of Included Segments	M	N	1/10
SE02	329	Transaction Set Control Number	M	AN	4/9

EXAMPLE

SE*30*000004110

ATTACHMENT 6

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT FOR STORES (SUBSISTENCE TOTAL ORDERING AND RECEIPTING ELECTRONIC SYSTEM)

This agreement dated _____ is between the Defense Supply Center Philadelphia ("DSCP") and _____ whose principle place of business is _____ (the "Contractor"), (DSCP and the Contractor are sometimes individually referred to in this Agreement as "Trading Partner" or collectively as "Trading Partners").

I. INTRODUCTION

a. Electronic Data Interchange is the exchange of data contained in normal business transactions, electronically, in a standard format ("EDI").

b. This Agreement prescribes the general procedures and policies to be followed when EDI is used for transmitting and receiving documents in lieu of creating paper documents normally associated with conducting business between DSCP and the Contractor.

c. The Contractor voluntarily chooses to participate in EDI with DSCP. The Contractor agrees, by executing this Agreement, to be bound by the terms and conditions of this Agreement in addition to those of any contract separately entered into between the Contractor and DSCP.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

II. SCOPE

Information exchanged through EDI will be the same as currently required on paper documents.

III. DURATION

a. This Agreement must be signed and dated by both Trading Partners before this Agreement is valid and EDI operations begin.

b. The Contractor will be the first party to sign and date this Agreement, and any Addenda thereto. The last signature and date will be that of the DSCP Contracting Officer upon acceptance of the Agreement.

c. The original signed Agreement will remain with the DSCP Contracting Officer and a copy will be forwarded to the Contractor.

d. This Agreement will commence on the date of the last signature and shall remain in effect unless terminated by either party hereto pursuant to Section XIII of this Agreement.

IV. STANDARDS

a. The intent of this Agreement is to create a legally binding obligation upon the Trading Partners using EDI and to ensure that (1) use of any electronic equivalent of documents referenced or exchanged under this Agreement shall be deemed an acceptable practice in the ordinary course of business and (2) such electronic documents shall be admissible as evidence on the same basis as customary paper documents. The parties herein intend to be legally bound by them.

b. The Transaction Sets recognized by the Accredited Standards Committee (ASC.X12) identified in the Addenda of this Agreement will be transmitted either directly or over a third-party network identified in the Appendix of this Agreement between the Trading Partners.

c. Trading Partners shall adhere to published ASC.X12 standards for Transaction Sets.

d. Trading Partners will support the current and two previous versions of the transaction sets within the following timeframes. Trading Partners will give at least 90 days notice of intent of upgrade to a recent version published ASC.X12. Trading Partners must upgrade to that recent standards within 180 days.

e. Each Trading Partner shall be responsible for providing its own computer hardware and software necessary to receive and transmit Transaction Sets.

f. EDI transactions with Trading Partners may undergo a period of testing, in which Transaction Sets will be sent electronically and acknowledgments sent by EDI for a mutually agreed upon time period. In the event of any dispute between the Trading Partners during this test period, the parties will agree upon a dispute resolution procedure. This procedure will provide each party the opportunity to present evidence of the claim and defense thereof. Pursuant to Paragraph VII. DISPUTES, any claim which is not timely resolved may be pursued accordingly.

g. Receipt of Transaction Sets shall occur when such Transaction Sets are picked up from the Trading Partner's electronic mailbox at the Defense Automated Address Service Center (DAASC). DAASC carries transactions for STORES between the customers and the vendor.

h. Should there be any errors in a transmission received by a Trading Partner, the originating Trading Partner will only be responsible for those errors occurring on its system. If a Trading Partner should receive a garbled transmission, the DAASC shall be contacted immediately to arrange a retransmission. In the absence of such notice, the originating Trading Partner's record content shall control.

i. The originating Trading Partner will not be responsible for any damages incurred by a receiving Trading Partner as a result of missing or delayed transmissions when the problem is not with the originating Trading partner or DAASC.

j. Any Transaction Set transmitted with a proper authenticating code is to be considered a valid and authentic document backed by the same guarantees of legitimacy as found on a paper transaction. Neither Trading Partner will challenge the authenticity or admissibility of the Transaction Set(s) in evidence of any trial or administrative proceeding except in circumstances where an analogous paper document could be challenged.

V. TRANSACTIONS AUTHORIZED

a. Transaction Sets are authorized to be conducted as specified in the Addenda which are made a part of this Agreement.

b. Each Addendum shall be signed and dated by both Trading Partners. The date of the last signature shall be the effective date.

c. Only the transaction sets listed on the Addenda signed by both Trading Partners are authorized for use in conducting business electronically.

d. As the Trading Partners develop additional EDI capabilities, additional Addenda may be added to this agreement via formal modification.

VI. AGREEMENT REVIEW

This Agreement will be reviewed at least annually by the Trading Partners to make changes, additions, or deletions as may be desirable.

VII. DISPUTES

All disputes, differences, disagreements, and/or claims between the Trading Partners arising under or relating to this Agreement that are not resolved by negotiation shall be subject to the Disputes Clause.

VIII. FORCE MAJEURE

Neither Trading Partner will be liable to the other for failure to properly conduct EDI in the event of war; accident; riot; fire; explosion; flood; epidemic; power outage;

labor dispute; act of God; act of public enemy; act of Government; or other causes beyond such Trading Partner's reasonable control, including without limitation, any mechanical, electronic or communications failure which prevents electronic transmission or receipt of data.

IX. INTERRUPTION OF SERVICE

In the event there is an interruption of EDI, facsimile transmissions will be used until mutually agreed that EDI procedures can be resumed.

X. DAMAGES

Neither Trading Partner shall be liable to the other for any incidental, exemplary, or consequential damages resulting from any delay, omission, or error in the electronic transmission or receipt of Transaction Sets under this Agreement.

XI. START-UP AND CONTINUING EDI OPERATIONS

- a. Each Trading Partner is responsible for establishing and maintaining its EDI operation.
- b. DSCP will not start the process of establishing and EDI relationship with the Contractor until the Contractor has demonstrated EDI proficiency.
- c. DSCP will not provide EDI training or EDI implementation to the Contractor.
- d. Each Trading Partner shall be responsible for obtaining its EDI training and maintaining its EDI operation at acceptable performance levels.

XII. SECURITY

The Trading Partners agree to utilize adequate security practices (1) ensuring that the transmission of each Transaction Set is authorized and (2) protecting records and data from improper access. Trading Partners shall protect and maintain confidentiality of passwords used for EDI access. Each Trading Partner further agrees that its software shall provide adequate protection for password security. The Trading Partners shall maintain the same standards of confidentiality, security, care, and diligence regarding EDI transactions as with paper contracting documents.

XIII. TERMINATION

- a. This Agreement may be terminated by either Trading Partner by providing 30 days prior written notice.
- b. Termination of this Agreement shall have no effect on transactions occurring prior to the effective date of termination.

c. Temporary emergency termination of computer connections may be made by the Trading Partners to protect data from illegal access or other incidental damage. Such action does not constitute termination of this Agreement.

d. Any such action outlined above does not excuse the Contractor from its obligation to perform under any U.S. Government contract/delivery order accepted prior to any termination of this agreement. All such terms and conditions remain in full force and effect.

XIV. THIRD-PARTY NETWORK

a. Both Trading Partners shall, before entering into this Agreement, agree on the mode of document exchange. If either Trading Partner chooses a third-party network to transmit, translate, or carry data between the Trading Partners, the third-party network shall be identified in the Appendix.

b. When a third-party network is to be used:

1. Each Trading Partner shall be responsible for the costs of its third-party network.

2. Trading Partners shall agree on the capability of the third-party network(s) to provide such system data security as data integrity, error-free protocol, identification code and password protection, encrypting, etc. and shall make the requirements/specifications for such capability a binding part of this Agreement by specifying them in the Appendix. In the event that the requirements/specifications for such capability conflicts with any term or condition of this Agreement, the terms and conditions of this Agreement shall control.

c. Either Trading Partner may change its decision to use, eliminate or replace a third-party network upon 60 days prior written notice to the other Trading Partner. Any requested changes to the system configuration must be compatible with the other Trading Partner's protocols. Neither Trading Partner will incur any liability for costs associated with the action of the other Trading Partner in changing networks; however, the right to terminate this Agreement still applies.

XV. SIGNATURE

a. Trading Partners will use a code in each electronic transmission as its discrete authenticating code in lieu of a written signature and as the equivalent of a written signature.

b. Each Trading Partner agrees that its authenticating code shall suffice to assure that such Trading Partner originated the electronic transmission.

c. Each Trading Partner agrees not to disclose its own discrete authenticating code or that of the other Trading Partner to any unauthorized person.

d. Receipt of Contractor's authenticating code in the proper data element and segment shall signify its intent to be bound by the Transaction Set as well as the terms and conditions and all references in any underlying contract.

XVI. WHOLE AGREEMENT

a. This Agreement and the Addendum/Addenda listed below constitute the entire Agreement between the Trading Partners.

b. The following Addendum/Addenda is/are made part of this Agreement:

Addendum/Transaction Set

850/832

997/838

861

c. Any changes in the terms and conditions of this Agreement shall be effective through a formal modification to this Agreement signed by both Trading Partners.

XVII. MISCELLANEOUS

a. This Agreement shall be governed and interpreted in accordance with the laws, statutes and regulations of the U. S. Government.

b. No waiver by a Trading Partner of any breach or default hereunder shall constitute a waiver of any subsequent breach or default.

c. All notices under this Agreement shall be in writing and shall be given by mailing them to the address identified below:

CONTRACTOR

DSCP

Attn: _____

Attn: _____

IN WITNESS WHEREOF, the Trading Partners have executed this Agreement.

CONTRACTOR

By_____

Name_____

Title_____

Date_____

DSCP

By_____

Name_____

Title_____

Date_____

APPENDIX

THIRD-PARTY NETWORK

The following third-party network(s) is (are) authorized under the provisions of the Agreement to process contract data for the purpose of EDI between DSCP and the Contractor. (If the parties hereto will be transmitting documents directly, insert "NONE"):

Contractor:_____

_____ (Third-Party)

_____ (Address)

DPSC: _____

_____ (Third-Party)

_____ (Address)

RECEIPT COMPUTER

Contractor: _____

DSCP: _____

SECURITY PROCEDURES

Each party hereto will implement reasonable security measures to protect against the use of its facilities, information, computers and third-party network access devices and passwords to transmit unauthorized or unintended messages and will regularly test and reevaluate the effectiveness of such measures.

ADDENDUM A PURCHASE ORDER (TRANSACTION SET 850)

This Addendum to the Trading Partner Agreement provides additional detail on the use of Electronic Data Interchange (EDI) between Trading Partners.

Transaction Set 850 is used by DSCP to transmit delivery orders from the STORES LAPs (local access points) to the vendors.

DSCP will electronically transmit to the Contractor, award data and requirements using ASC.X12 Transaction Set 850, Version 3060, in accordance with industry standards.

Within _____ hour(s) of receipt of Transaction Set 850, the Contractor will electronically transmit to DAASC an acknowledgment as specified herein at Addendum C entitled Functional Acknowledgment (997).

A listing of the data segments and data elements DSCP is using to transmit award(s) information is contained in Attachment II to the solicitation.

CONTRACTOR

By_____

Name_____

Title_____

Date_____

DSCP

By_____

Name_____

Title_____

Date_____

ADDENDUM B
PRICE/SALES CATALOG
(TRANSACTION SET 832)

This Addendum to the Trading Partner Agreement provides additional detail on the use of Electronic Data Interchange (EDI) between Trading Partners.

Transaction Set 832 is used by the contractor to transmit price and item information (initial data, changes and deletes) to DSCP.

The contractor will transmit price and item information electronically to DSCP using ASC.X12 transaction set 832, Version 3040, in accordance with industry standards.

A listing of the data segments and elements DSCP requires is contained in Attachment II to the solicitation.

CONTRACTOR

DSCP

By_____

By_____

Name_____

Name_____

Title_____

Title_____

Date_____

Date_____

ADDENDUM C
FUNCTIONAL ACKNOWLEDGMENT
(TRANSACTION SET 997)

This Addendum to the Trading Partner Agreement provides additional detail on the use of Electronic Data Interchange (EDI) between Trading Partners.

Transaction Set 997 will be used by both Trading Partners using ASC.X12, Versions 3040, 3050 or 3060 to acknowledge that the transaction set transmitted by the originating partner was received and that it either was accepted as being in conformance or was rejected as being in nonconformance.

Within one day of receipt of Transaction Set 850 (Purchase Order) the Contractor will electronically transmit to DAASC Functional Acknowledgment data.

Within one day of receipt of Transaction Set 832 (Price/Sales Catalog), DAASC will electronically transmit to the Contractor Functional Acknowledgment data.

CONTRACTOR

By_____

Name_____

Title_____

Date_____

DSCP

By_____

Name_____

Title_____

Date_____

SMALL BUSINESS SUBCONTRACTING PLAN

THE ATTACHED GUIDE WAS DEVELOPED AS A CHECKLIST TO BE USED BY CONTRACTORS IN THE PREPARATION OF A SMALL BUSINESS SUBCONTRACTING PLAN IN ACCORDANCE WITH THE REQUIREMENTS OF PUBLIC LAW 95-507. THE GUIDE ADDRESSES THE SIX MANDATORY ELEMENTS OF A SUBCONTRACTING PLAN AS SET FORTH IN FAR CLAUSE 52.219(D) AND SUPPLEMENTAL INFORMATION REQUIRED BY SECTION 1207 OF P.L. 99-661, CONTRACT GOAL FOR MINORITIES.

THIS GUIDE IS INTENDED AS A TOOL TO ASSIST CONTRACTORS IN THE DEVELOPMENT OF AN ACCEPTABLE SUBCONTRACTING PLAN AND TO FACILITATE THE REVIEW BY THE CONTRACTING OFFICER, THE DSCP AND DEFENSE CONTRACT MANAGEMENT AGENCY (DCMA) SMALL BUSINESS SPECIALISTS AND THE SMALL BUSINESS ADMINISTRATION PROCUREMENT CENTER REPRESENTATIVE.]]

THIS HANDOUT IS TO BE USED ONLY AS A REFERENCE TOOL IN PREPARING A SUBCONTRACTING PLAN.

ATTACHMENT 7

SUBCONTRACTING PLANS

The Federal Acquisition Regulation, Clause 52-219.9 cites the six elements that each Subcontracting Plan must contain, i.e., goals; name and duties of the individual who will administer the plan; a description of efforts; flow down clause; reports and records.

Goals: expressed in terms of percentages and dollars of the total contract value that are planned to be subcontracted to small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business and women-owned small business concerns that are realistic.

Administration: Name, title, and position within the corporate structure; duties and responsibilities of the individual who will administer the subcontracting program.

Description of Efforts: Describe steps to be taken to ensure equitable opportunities to small, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business and women-owned small business concerns.

Flow Down Clause: Requirement for subcontracts that offer further subcontracting opportunities and for subcontracts in excess of \$500,000.

Reports: Requirement to submit periodic reports.

Records: Requirement to maintain records on adopted procedures to comply with requirements and goals in the plan.

The following information will assist you in determining what type of plan would be most beneficial for your firm to submit.

INDIVIDUAL SUBCONTRACTING PLAN:

This type of plan covers the entire contract period (including option years; however separate goals are required for the base year and each option year); applies to a specific acquisition; and has goals based on planned subcontracting for the specific contract except indirect costs, incurred for common or joint purposes, may be allocated on a prorated basis to the contract. The plan shall address all six elements as cited above. The plan when approved and incorporated into the contract will remain in effect until the contract has been completed.

MASTER SUBCONTRACTING PLAN:

This type of plan contains all the required elements of an individual plan, except goals. It can be submitted on a plant or division wide basis with no specific acquisition identified. The subcontracting goals and any deviations from the approved plan shall be identified by the offeror as an addendum to the approved Master Plan. The offeror will be required to provide the Procuring Contracting Officer (PCO) with copies of the approved Master Plan along with the addendum which cites the goals and deviations, if any. The approved master plan and the addendum are formulated into an individual subcontracting plan, which can be identified with a specific acquisition. A master plan is effective for a three-year period after approval by the Administrative Contracting Officer (ACO). The master plan, when incorporated in an individual plan, applies throughout the life of the contract.

COMMERCIAL PRODUCTS SUBCONTRACTING PLAN:

This type of plan is submitted on a plant or division wide basis with no specific acquisition identified. A commercial product means a product in regular production that is sold in substantial quantities to the general public and/or industry at established catalog or market prices. It also means a product which, in the opinion of the Contracting Officer, differs only insignificantly from the contractor's commercial product. The plan addresses all six elements as cited above. If a commercial product is offered, the subcontracting plan may cover the company's commercial production generally, both for government contracts and for regular commercial sales. The plan will remain in effect for the entire fiscal year for all government contracts in effect during the period. It is preferred that the plan coincide with the government's fiscal year since the activity under this type of plan is reported once a year on the SF 295. The contractor is required to submit a new commercial plan, 30 working days before the end of the fiscal year to the contracting officer. It is the contractor's responsibility to insure that it has an approved commercial plan on file for each year of contract performance.

DEFINITIONS

SMALL BUSINESS CONCERN: A small business is a concern, including its affiliates, which is organized for profit; independently owned and operated; not dominant in the field of operation in which it is competing; and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria as prescribed by the Small Business Administration.

HUBZone: A historically underutilized business zone, which is an area located within one or more qualified census tracts, qualified non-metropolitan counties, or lands within the external boundaries of an Indian reservation.

HUBZONE SMALL BUSINESS CONCERN: A small business concern that is located in an “historically underutilized business zone;” is owned and controlled by one or more U. S. Citizens; and at least 35% of its employees reside in the HUBZone. Status as a qualified HUBZone small business concern is determined by the Small Business Administration (SBA). If the SBA determines that a concern is a qualified HUBZone small business, it will issue a certification to that effect and will add the concern to the List of Qualified HUBZone Small Business Concerns on its Internet site at www.sba.gov/hubzone. The concern must appear on the list to be a HUBZone small business concern. HUBZone certifications will appear in individual firm profiles in SBA’s PRO-Net.

SMALL DISADVANTAGED BUSINESS CONCERN (SDB): A small business concern (1) which is at least 51% owned by one or more socially and economically disadvantaged individuals: or, in the case of any publicly owned business, at least 51% of the stock is owned by one or more socially and economically disadvantaged individuals; and (2) whose management and daily business operations are controlled by one or more such individuals. The term “socially disadvantaged” means individuals who have been subjected to racial or ethnic prejudice or cultural bias because of identity as a member of groups without regard to their individual qualities. The following individuals are presumed to be socially disadvantaged: Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Subcontinent Asian Americans. The term “economically disadvantaged” means socially disadvantaged individuals whose ability to compete in the free enterprise systems is impaired due to diminished capital and credit as compared to others in the same/similar line of business and, as a result, have been or are likely to be precluded from successfully competing in the open market. A socially disadvantaged individual whose personal net worth does not exceed \$750,000 (\$250,000 for certification under the SBA Section 8 (a) Program), excluding his/her ownership interest in the company and equity in his/her personal residence is considered to be economically disadvantaged.

Effective October 1, 1999, a subcontractor claiming SDB status must be certified by the Small Business Administration. SDBs can obtain application information from the SBA at www.sba.gov/sdb. SDBs that receive formal certification are listed in the SBA on-line data base, PRO-Net, at <http://pro-net.sba.gov>.

WOMAN-OWNED SMALL BUSINESS CONCERN: A small business concern that is at least 51% owned by one or more women; or in the case of any publicly owned business, at least 51% of the stock is owned by one or more women AND whose management and daily business operations are controlled by one or more women.

SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS CONCERN

(1) A small business concern -

- (i) not less than 51% of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51% of the stock of which is owned or one or more service-disabled veterans; and**
- (ii) the management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.**

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

VETERAN-OWNED SMALL BUSINESS CONCERN

A small business concern -

- (i) not less than 51% of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51% of the stock of which is owned by one or more veterans; and**
- (ii) the management and daily operations of which are controlled by one or more veterans.**

SUBCONTRACT: Means any agreement (other than one involving an employee-employer relationship) entered into by a Federal Government prime contractor or subcontractor calling for supplies and/or services required for performance of the contract or subcontract.

SUBCONTRACTING PLAN

Date: _____

CONTRACTOR: _____

ADDRESS: _____

SOLICITATION #: _____

END ITEM/SERVICE _____

Fill in Applicable Section:

Type of Plan

1. Master Subcontracting Plan

_____ **Plant/Distribution Site**

_____ **Division**

2. Commercial Subcontracting Plan

_____ **Plant/Distribution Site**

_____ **Division**

_____ **Individual Contract Plan** **Total Contract Dollar Value** _____

Complete the following if submitting a Commercial Subcontracting Plan.

Company/Division's Fiscal Year

FROM; _____ **TO:** _____
(Month/Year) (Month/Year)

Total Estimated FY Dollar Value: \$ _____

3. In accordance with FAR Clause 52.219-9 - The offeror's subcontracting plan shall include, at a minimum, the following:

1. Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged and women owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. For individual contract plans, the total dollars to be subcontracted are stated. For commercial plans, the total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales are stated.
2. The suggested format for percentage and dollar goals follows:

	<u>DOLLARS</u>	<u>PERCENT</u>
<u>TOTAL TO BE SUBCONTRACTED</u>	\$ _____	_____ %
A. To Large Business	\$ _____	_____ %*
B. To Small Business	\$ _____	_____ %*
1. To Veteran-Owned SB**	\$ _____	_____ %*
2. To Service-Disabled Veteran-Owned SB**	\$ _____	_____ %*
3. To HUBZone SB**	\$ _____	_____ %*
4. To Disadvantaged SB**	\$ _____	_____ %*
5. To Women-Owned SB**	\$ _____	_____ %*

* Divided into Total to be Subcontracted

**Subset of B

Note: A separate goal for Service-Disabled Veteran-Owned Small Business is not mandatory.

These firms may be included in the goal for Veteran-Owned Small Business.

3. A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. (Note: Identify all supplies and services to be subcontracted. Further identify those supplies and services to be subcontracted to small business by one asterisk (*), veteran-owned small business by two asterisk (**), service-disabled veteran-owned small business by three asterisk (***), HUBZone small business by four asterisk (****), small disadvantaged business by five asterisks (*****), and women owned small business concerns by six asterisks (*****).

4. A description of the method used to develop the subcontracting goals in item 2 above.
5. A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Small Business Administration's Procurement Marketing and Access Network (PRO-Net), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone small business, small disadvantaged business and women-owned small business concern trade associations). Information in PRO-Net can be relied upon as an accurate representation of a concern's size and ownership for the purposes of maintaining a small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged and women-owned small business source list. Use of PRO-Net as its source lists does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.
6. A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs
7. To be incurred with small business, veteran-owned small business, veteran-owned small business, HUBZone small business, small disadvantaged, and women-owned small business concerns.
8. The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.
9. A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business and women owned small business concerns have an equitable opportunity to complete for subcontracts.
(This element shall include, but shall not be limited to, the following:)

In order to effectively implement this plan to the extent consistent with efficient contract performance, the contractor shall perform the following functions:

- a. Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged, and women owned small business concerns by arranging solicitations, time for preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns.

Where the contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

- b. Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged, and women owned small business concerns in all "make or buy" decisions.
- c. Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged and women owned business concerns.
- d. Provide notice to subcontractors regarding penalties and remedies for misrepresentations of business status as small business, veteran-owned small business, HUBZone small business, small disadvantaged business or women-owned small business for the purpose of obtaining a subcontract.

10. Assurances that the offeror (I) will include the clause in this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and (ii) will require all subcontractors (except small business concerns) that receive subcontracts in the excess of \$500,000 (\$1,000,000 for construction of any public facility), to adopt a plan similar to the plan agreed to by the offeror.

11. Assurances that the offeror will: (i) cooperate in any studies or surveys as may be required; (ii) submit periodic reports in order to allow the Government to determine the extent of compliance by the offeror with the subcontracting plan; (iii) submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the instructions on the forms. The reports shall provide information on subcontract awards to small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, woman-owned small business, and when applicable, Historically Black Colleges and Universities and Minority Institutions. The offeror also must ensure that its subcontractors agree to submit Standard Forms 294 and 295.

12. Recitation of the types of records the offeror will maintain to demonstrate procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of its efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small

business, HUBZone small business, small disadvantaged and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

- a. Source lists (i.e., PRO-Net), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.**
- b. Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.**
- c. Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating whether (A) small business concerns were solicited and if not, why not, (B) Veteran-owned small business were solicited and if not, why not, (C) service-disabled veteran-owned small business were solicited and if not, why not, (D) HUBZone small business concerns were solicited and if not, why not, (E) small disadvantaged business concerns were solicited and if not, why not, (F) women-owned small business concerns were solicited and if not, why not, and (G) if applicable, the reason award was not made to a small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concern.**
- d. Records of any outreach efforts to contact (A) trade associations; (B) business development organizations; (C) conferences and trade fairs to locate small, HUBZone small business, small disadvantaged and women owned small business concerns and (D) veterans service organizations.**
- e. Records of internal guidance and encouragement provided to buyers through (A) workshops, seminars, training, etc. and (B) monitoring performance to evaluate compliance with the program's requirements.**
- f. On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address and business size of each subcontractor. Contractors having company or division-wide annual commercial plans need not comply with this requirement.**

g. SUPPLEMENTAL INFORMATION

Section 1207 of Public Law 99-661, Contract Goal for Minorities, supplements FAR Clause 52.219-9. Offerors are required to:

- a. Establish a subcontracting goal of 5% for small disadvantaged businesses.**
- b. Identify efforts to provide technical assistance to SDB's.**
- c. Include a statement that Historically Black Colleges and Universities (HBCU's) and other Minority Institutions (MI's) will be considered when developing SDB goals, when applicable.**

SIGNATURE: _____
(EXECUTIVE OF COMPANY *)

TYPED NAME: _____

TITLE: _____

COMPANY: _____

DATE: _____

PLAN ACCEPTED BY: _____ **DATE:** _____

(CONTRACTING OFFICER)

AGENCY: _____

*** THE INDIVIDUAL SIGNING THE PLAN SHOULD BE AN EXECUTIVE OF THE COMPANY AND NOT THE DESIGNATED PLAN ADMINISTRATOR.**

NOTE TO CONTRACTING OFFICER: UPON INCORPORATION OF A PLAN INTO THE CONTRACT, INDICATE HEREIN THE DOLLAR VALUE OF THE CONTRACT \$_____

DATE THAT PLAN WAS FORWARDED TO COGNIZANT DCMA OFFICE.
